IBM

AGREEMENT NO. 76-221

Extended Term Lease Plan

International Business Machines Corporation (IBM) by its acceptance of this agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

(A) Qty.	Model	Description. Complete in the following sequence: machine type/device, product, style, size, pitch, type style, keyboard, color and motor. List all devices and fonts. Provide serial number, if installed. Provide meter reading, if installed copier.	Per Unit				
			(B) Monthly Lease Availability Charge (MLAC)	Copier Only			(D) Maintenance Service Zone Charge
				(C) Copies included in MLAC	Monthly Usage Charge-Cost Per Copy In Excess of (C)*	Maximum Monthly Charge	
Total Monthly Lease Availability Charge (excluding applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines. ▶				* Total Usage Charge based on number of copies made as recorded on the meter			

Micro Fiched

Trade-In Equipment

Qty.	Description	Trade-In Net Allowance
	Total Allowance ▶	

FILED

SEP - 7 1976

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS
DEPUTY

Escrow Payment

Three Months Total Monthly Lease Availability Charges (including applicable taxes) ▶	

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

With regard to Copier lease, in addition to the terms and conditions specified on the reverse side of this agreement, the customer agrees:

1. That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
2. To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
3. To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name	
		Address	
Please Type or Print all information except signature		City and State	Zip Code
Branch Office Address	Br. Off. No.	Mail For (Attention Of) Board of Supervisors Clerk	
City and State	Zip Code	By (Customer's Signature)	Date 9-7-76
By (IBM Representative's Signature)	Date	Signed By - Name	Signed By - Title

Z140-0033-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

MARKETING REPRESENTATIVE

RECEIVED
NOV - 9 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV - 9 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

AGREEMENT NO. 76-222

AGREEMENT BETWEEN

YOLO COUNTY WELFARE DEPARTMENT
As Service Provider

and

COMMUNITY SERVICES PLANNING COUNCIL, INC./
AREA 4 AGENCY ON AGING (hereinafter referred to as A4AA)
Upstairs at 1832 Tribute Road
Sacramento, California 95815

A. Name and principal address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
YOLO COUNTY WELFARE DEPARTMENT, Mr. Edward Curley, Dir.
20 Cottonwood Street, Woodland, CA 95695 (916) 666-8456

B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965, applies to this application.

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C. Maximum total funds available for this project: $ 6,000 .

D. Beginning date July 1, 1976 and ending date December 31, 1976 of this agreement.

E. No expenditures whatsoever may be made after the following date:

December 31, 1976 .

F. Addresses of Project Sites:

1. Mexican American Concilio of Yolo County, 716 Main Street, Woodland, CA.
2. City of Davis, Senior Citizen Center, 630 - 2nd Street, Davis, CA.
3. United Christian Centers, Broderick Center, 110 - 6th Street, Broderick, CA.
4. Yolo County Commission on Aging, 120 Court Street, Woodland, CA.

G. Service Provider's Application Number and Program Title: #155-2
Special Program for The Aging

H. Name of Insurance Carrier: _____

Description of Policy: (See attached following page).

Limits of Policy: _____

Effective Dates of Policy: _____

Name and Address of Agent: _____

COUNTY OF YOLO INSURANCE CARRIERS

Primary Liability Insurance Carrier:

Jefferson Insurance Company of New York - Policy No. JL49144

Primary Automobile Insurance Carrier:

United States Fidelity & Guarantee Company, Baltimore - Policy No. ICC876046

Effective dates of both above-named policies are 9/1/76 to 9/1/77.

Liability coverage is $300,000 single occurrence.

Automobile coverage is $300,000 person, $300,000 occurrence, $100,000 property damage.

Secondary Carrier:

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Insurance Company of Pennsylvania - Policy #4175-6697

Coverage on both liability and automobile from $300,000 to $1,000,000.

Effective dates: 12/20/75 to 12/20/76.

Excess Limits Carrier:

American Bankers Insurance Company - Policy CU-2292601

Coverage on both liability and automobile from $1,000,000 to $5,000,000.

Effective dates: 9/1/75 to 9/1/76. Renewal under negotiation.

Local Agent:

L. E. Wraith & Associates, Inc., 350 Court Street, Woodland, California.

I. SERVICE PROVIDER shall [redacted]ge service operations of the [redacted]ject on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

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3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurance.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as offices, employees or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that it has procured the required insurance.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit monthly reports of expenditures made to the A4AA by the 5th working day of the following month. Reports shall be submitted on forms provided by A4AA.

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9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

M. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the two parties hereto, shall be binding on any of the parties hereto.

N. ALL conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, under Contract No. 035-56, dated November 21, 1975, shall cover this contract.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC.

Executive Director

10/4/76
Date

COUNTY OF YOLO
FOR SERVICE PROVIDER

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Date

September 7, 1976

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FOR AREA 4 AGENCY ON AGING

Director

9.23.76
Date

ATTACHMENTS TO THIS AGREEMENT:

A. Application forms 4-13,4-14,4-15,4-16 and Assurance of Compliance;
B. Performance Standards dated July , 1976;
C. Information & Referral Minimum Standards.

6.30.76 ln

ATTACHMENT A
YOLO COUNTY WELFARE DEPT.
CONTRACT #1557-2

FORM 4 - 13

UNDER TITLE III OF OLDER AMERICANS ACT

Submit to: Area 4 Agency on Aging
Upstairs at 1832 Tribute Road
Sacramento, California 95815

SECTION I -- GENERAL INFORMATION

Name of Direct Service Project
Special Program for the Aging

Name, address and telephone number of applicant organization

County of Yolo, Department of Public ~~Health~~ WELFARE
20 Cottonwood Street, P.O. Box 531
Woodland, CA 95695

Micro Fiched

TYPE OF PROPOSED SERVICE(S)	Address at which proposed project will be conducted (Street, City, County(s) 20 Cottonwood Street, Woodland P.O. Box 531, County of Yolo, California
Information and Referral Outreach Transportation & Escort Coordination & Pooling	Name of Project Director, Supervisor, or Coordinator Edward M. Curley, Director
	Proposed Project Period Beginning 7/1/76 Ending 12/31/76
	Project year for which funds are requested Beginning 7/1/76 Ending 12/31/76

SECTION II -- COMPUTATION OF FUNDS REQUIRED

	Project year for which funds are requested	Subsequent Project year
A. Estimated Total Cost (total from Sec. III)	$ 7,426	$ 16,377
B. Less Estimated Project Income (Totals from Sec. V.)	0	0
C. Estimated Net Cost (Subtract B from A)	7,426	16,337
D. Less Applicant's Proposed Contribution (Totals from Sec. IV)	1,426	3,137
E. Amount Requested (Subtract D from C)	6,000	13,200

FORM 4 - 13, cont'd

TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this agency, State of California, and the Administration on Aging of the U. S. Department of Health, Education and Welfare; 2) it is also understood that this request will be reviewed along with all other requests for the grant money applied for; and that any technical assistance in preparing this request given by the Area 4 staff is the type and kind of assistance made available to any and all requestors, and is assistance given to enable the requestor to correctly answer the questions asked, and is given for no other purpose; 3) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area 4 Agency on Aging shall be deemed incorporated into and become a part of this agreement; 4) the attached Assurance of Compliance (Form AOA-441) with the Department of Health, Education, and Welfare Regulation issued pursuant to Title IV of the Civil Rights Act of 1964 applies to this proposal as approved; and 5) funds awarded by the Area Agency may be terminated at any time for violations of any terms and requirements of this agreement.

Micro Fiched

X _____ 5-4-76

Signature Date

AREA 4 FISCAL OFFICE PROCESSING

Form 4-14
bb.1.22.76

SECTION III -- ESTIMATED PROGRAM BUDGET

BUDGET FORMAT	INFORMATION & Referral	OUTREACH	TRANSPORTATION	GAP-FILLING SERVICE	TOTAL
Personnel					
Salaries (attach list by type/salary rate)	$ 383	$		$	$ 383
Fringe Benefits	23				23
Contract Consultants					
Contract Services	5,778				5,778
Volunteer Services					
Building Space Rental					
Equipment (attach list)					
Purchases					
Rental					
Printing & Expendable Office Supplies				180	180
Communication & Utilities				30	30
Travel					
Local			1,032		1,032
Other					
Liability Insurance					
Audit Expense					
Other Costs (itemize)					
TOTAL SPENDING BUDGET	$ 6,184	$	$ 1,032	$ 210	$ 7,426
LESS PROGRAM INCOME	$	$	$	$	$
NET SPENDING BUDGET	$ 6,184	$	$ 1,032	$ 210	$ 7,426
LESS 10% CASH OR IN-KIND AGENCY MATCH	$ 1,426	$	$	$	$ 1,426
NET TITLE III FEDERAL FUNDING	$ 4,758	$	$ 1,032	$ 210	$ 6,000

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FORM 4 - 15

SECTION IV -- ESTIMATED CONTRIBUTION OF GRANTEE

SOURCE		AMOUNT
A. CASH OR EQUIVALENT (Equivalent includes Personnel, Communications and Utilities, Printing and Supplies costs)		$ 0
B. IN-KIND RESOURCES	SUB-TOTAL	1,426
	SUB-TOTAL	
	TOTAL	1,426

Micro Fiched

SECTION V -- ESTIMATED INCOME

SOURCE	AMOUNT
	$ 0
TOTAL	0

FORM 4 - 16

SECTION VI -- ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly: 1,200
2. Unduplicated number of older low income persons to be served: 225
3. Unduplicated number of older volunteers to serve project:
4. Unduplicated number of older persons to be reached through mass media: 5,000
5. Geographic area (Target Area) to be served: Yolo County
6. Will project serve Target Area? yes x no
7. Service to be provided through: Senior Center ____ Day Care Center ____ Other x

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8. Ethnic Compositon of Elderly to be served by project:

	Number
Negro/Black	12
Native American	
Mexican American	192
Oriental	
All others: Specify	996

9.

If more than one service or activity is proposed please list below	# of older persons served
Info/Referral	1,200
Outreach	200
Transportation	200
Gap-filling Service	-0-

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS	
Area 4 Commission on Aging	Yolo County Commission on Aging
Yolo County Welfare Department	Yolo County Health Department
Legal Center for the Elderly	Transportation Advisory Committee
Social Security Administration	
Yolo County Schools	
Yolo County Library	
Davis Senior Center	
Broderick Christian Center	
Mexican-American Concilio	
Employment Development Department	

NOTE: Section VII should be completed on separate sheets in accordance with instructions included in guide prior to submittal to the Area Agency.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Micro Fiched

County of Yolo, Department of Public Welfare (herein-
(Name of Subgrantee or Secondary Recipient)
after called the "Subgrantee") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from

Area 4 Commission on Aging, a recipient of
(Name of Grantor)
Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors,

transferees and assignees, and the person or persons whose signature(s) appear below is are authorized to sign this assurance on behalf of the Subgrantee.

Dated 5-4-76 County of Yolo
(Subgrantee)

Micro Fiched

By X _____
(President, Chairman of Board, or comparable authorized official)

_____

_____ Title _____
(Recipient's mailing address)

MM: mhl 5.31.74

AOA 441 (To be completed by applicant for any grant from the Area Agency designated to implement the Older Americans Act. (Where provision of facilities is involved, HEW Form 441 with be excused.)

INFORMATION AND REFERRAL
PERFORMANCE STANDARDS

YOLO COUNTY WELFARE DEPARTMENT

July, 1976 - December, 1976

Micro Fiched

CATEGORY	MONTHLY PERFORMANCE		
	B.C.C.	M.A.C.	D.S.C.
1. Info transactions w/individuals	60	90	35
2. Info transactions w/agencies	20	10	10
3. Info transactions Total	80	100	45
4. Referral transactions	10	30	6
5. Follow-up transactions	24	30	15

DLS:bb.8.4.76

AREA 4 AGENCY ON AGING

INFORMATION & REFERRAL

MINIMUM STANDARDS

ATTACHMENT C
YOLO COUNTY WELFARE
DEPT.
CONTRACT #155-2

I. ORGANIZATION AND FACILITIES

1. Is an independent public or voluntary agency or clearly identifiable, visible unit within a broader agency or organization.....
2. Gives particular attention to older people whether as part of a service for all age groups or for older people exclusively.....
3. Assists older people with the entire range of needs or problems they may confront....
4. If available to walk-in callers, is suitably furnished and has sufficient space to insure comfort and confidentiality during interviewing....

Micro Fiched

II. RESOURCE FILE

1. Maintains a file of opportunities, resources and services, and their providers in all areas relevant to the needs and problems of older people....
2. Classifies the information according to: a) the name or nature of function of provider agencies and organizations; and b) types of services provided....
3. Employs a classification system common to all I&R services throughout the State, provided that use of the system is consistent with meeting the needs of the older people in the areas served....
4. Updates the file on a continuing basis with complete verification or revision at least six months....
5. Shares the file with other agencies providing I&R services....

III. STAFFING

1. Utilizes paid and/or volunteer staff for:
   a) compiling a resource file;
   b) receiving requests for assistance from older people; and
   c) directing them to sources of information or assistance required.
2. Arranges with appropriate agencies for training paid and volunteer personnel to provide I&R services....
3. Conducts a program of continuing education for staff and apprises staff of changes in procedures and community resources....

IV. ACCESS

1. Services are available during normal working hours by toll-free (i.e. without a long-distance charge to the user) telephone calls from all points within the county served by an I&R service....

2. A telephone answering service receives calls and arranges for assistance in emergency situations outside of normal working hours, or by using a recording device, refers callers to an emergency service, such as the police or sheriff....

3. Access to walk-in centers is free of physical barriers to older and handicapped persons....

Micro Fiched

4. Bilingual personnel and personnel capable of overcoming potential cultural barriers are available when an I&R agency is serving a population that presents special problems of communication.....

V. INTERVIEWING, INFORMATION-GIVING, AND REFERRAL

1. Receives inquiries and determines the nature of the information sought by callers or the nature of the services they require....

2. Provides the information requested and directs callers, if necessary, to agencies or organitions which can provide the assistance required for resolution of a problem or need.....

3. Actively assists the callers by identifying an agency or organization able and willing to provide the service needs and by making an appointment for a person if such assistance is required.....

VI. FOLLOW-UP

1. Calls are made to all or a sample of persons referred to service agencies or organizations to determine whether they established linkage, whether they received the required assistance, and whether the service provided was useful....

2. Calls are made to all or a sample of agencies and organizations to which people have been referred to determine whether or not they kept their appointments, received the service(s) needed, and required further referral for additional service(s).....

3. When linkage was not effected or when a service was not provided, effort is made to determine the reason for failure.....

VII. PUBLICITY AND OUTREACH

1. Publicizes the availability of I&R services through newspaper stories and advertisements and radio and television announcements and gives information about how to make use of them....

2. Has announcements made by civic, labor, religious, business organizations, organizations of older people, and agencies serving older people....

3. Arranges for the display of posters announcing the availability of I&R services in public buildings, business places, senior centers, nutrition project sites and in other places where they will be seen by older people.....

4. Distributes cards and/or gummed stickers for attachment to telephone instruments bearing the address and toll-free telephone number of an information and referral agency to older people through available mechanisms.....

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VIII. RECORDS AND REPORTS

1. Identification of people who use an I&R service is not revealed or accessible to anyone other than the staff members engaged in meeting the needs of those people. Names of persons who have used an I&R service are stricken from the records according to AoA-PI-75-35 (june 23, 1975).....

2. Maintains records of the nature of calls received and of the agencies and organizations to which callers are directed or referred.....

3. Maintains records of follow-up with services providers to determine what services were provided and whether further referrals were necessary.....

4. Maintains records of follow-up with persons referred to service providers to determine what services were received, whether their needs were met, and whether they have need for additional service....

5. Maintains records of services which were needed but were not available.....

6. Prepares and submits to State and Area Agencies on Aging, on a regular basis, reports of services and service agencies about which information was given or to which referrals were made, and of the results of follow-up efforts with service providers and with persons who sought assistance.....

7. Employs a record system and report forms uniform throughout the Area.....

RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By Deborah E. Conley
DEPUTY

AGREEMENT NO. 76-223

(Agreement to Provide an Alcoholic Recovery Home)

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo Alcoholic Recovery Center, a non-profit corporation, hereinafter called RECOVERY HOUSE,

W I T N E S S E T H:

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RECITALS:

1. COUNTY has a need for the services of an Alcoholic Recovery House for ambulatory and mentally competent recoverihg alcoholics.
2. RECOVERY HOUSE is licensed to operate an alcoholic recovery house in this state and agrees to provide services for COUNTY described hereinunder the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by RECOVERY HOUSE shall include the following:

   A. Provide a community-based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.

   B. Provide these services to ambulatory and mentally competent recovering alcoholics screened, evaluated, and for whom a rehabilitation plan has been developed and approved by the Alcohol Program Coordinator, or his designee, for admission to RECOVERY HOUSE.

   C. Provided service includes:

      1. Room and board.
      2. Group sessions oriented towards practical problems in social, occupational, residential and other areas.
      3. Individual counseling and support.
      4. Liaison on behalf of client in utilizing county and private services.

5. Other program services in agreement with the purposes and standards as set forth by the State Guidelines.

6. Administrative services as required by the same alcoholism State Guidelines.

7. Meeting with the Alcohol Program Coordinator, or his designee, twice monthly, to discuss RECOVERY HOUSE residents approved by COUNTY for admission.

Micro Fiched

2. Payment.

A. For above said services COUNTY shall pay to RECOVERY HOUSE a total sum not to exceed twenty-four thousand, seven hundred ninety-one ($24,791)

B. Such payment shall be made by COUNTY to RECOVERY HOUSE monthly upon submission of a claim to COUNTY, by the 15th of the following month, at the agreed-upon provisional rate of $9.75 per unit. One unit equals 24 hours' room and board and social rehabilitation services for each person in a non-drinking environment, and includes alcoholism group sessions, home use management services, and supervision. Claim will be adjusted proportionately downward to reflect any resident not approved by the COUNTY. Claims must be countersigned and approved by the Alcohol Program Coordinator, or his designee.

C. Costs of services rendered shall be adjusted to actual cost or maximum Agreement amount (whichever is lower) at the end of the Agreement year for the period of the Agreement, July 1, 1976, through June 30, 1977.

D. CONTRACTOR shall maintain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

E. General Revenue Sharing Clause: CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided

under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. CONTRACTOR agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

Micro Fiched

3. Relationship of Parties. At no time during the performance of the duties and obligations devolving upon CONTRACTOR under this Agreement is any employee, agent or contractor of CONTRACTOR acting or performing as an employee, agent or contractor of COUNTY for any purpose. CONTRACTOR is an independent contractor of COUNTY for all purposes under this Agreement.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of building and equipment used in the performance of this Agreement.

B. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000, specifically naming COUNTY as an insured for all purposes thereunder.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. CONTRACTOR agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, alteration or deletion of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents

or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1976, and terminate June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements for Alcoholic recovery services.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

YOLO ALCOHOLIC RECOVERY CENTER, a non-profit corporation

BY _____

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

Exhibit "H"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

Micro Fiched

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and [illegible] available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

9

SUBJECT: Agreement for Alcoholic Recovery Services

COUNTY DEPARTMENT(S) INVOLVED: Mental Health

CONTRACTOR(S): Yolo Alcoholic Recovery Center, a non-profit licensed corporation.

Micro Fiched

PURPOSE: To obtain the services of a Alcoholic Recovery House for ambulatory and mentally competent recovery alcoholics.

TERM OF CONTRACT: Commences on July 1, 1976 to June 30, 1977. Agreement has a 60 day termination clause.

MONETARY PROVISIONS: The annual 1976/77 contract is $24,791. Last year $23,360 was paid to the contractor. 90% of these costs are financed by State Funds County's share is 10%.

COMMENTS: Funds have been budgeted within Budget Unit $505-5, Alcohol Counseling, Account #2585, Payments to Private Institutions, to cover the cost of this contrzct.

The contractor will be paid $9.75 per person for each 24 hours of care. The rate will be adjusted to the audited actual cost, but will not exceed the maximum of $24,791.

The Alcoholic Recovery Center also has received from the Board of Supervisors $15,000 of 1976 Revenue Sharing money for Cache Creek Lodge.

DATE: August 30, 1976

FILED

SEP 15 1976

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers DEPUTY

AGREEMENT NO. 76-224

(Agreement to Provide Funds for a Residential Halfway House)

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DAVIS MENTAL HEALTH CORPORATION, a non-profit corporation, hereinafter called SIHAYA HOUSE,

W I T N E S S E T H:

RECITALS:

1. COUNTY has a need for the services of a residential halfway house for college-age psychiatric patients from Yolo County.

Micro Fiched

2. SIHAYA HOUSE is licensed to operate a residential halfway house in this state and agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by SIHAYA HOUSE shall include the following:

   A. Provide a transitional community-based, goal-oriented program in a home-like, noninstitutional environment which emphasizes rehabilitation of the resident and reintegration of the resident into the community.

   B. Provide these services to mentally disordered young adults of both sexes (age 18 - 30+) who are Yolo County residents.

   C. Selection for admission to SIHAYA HOUSE:

      1. Selection criteria are based on such factors as the willingness and motivation of the patient to participate in the full rehabilitation program of the House, as well as the patient's potential for moving towards independence within 6 - 12 months.

      2. Selection for admission is based on an initial screening for suitability by the Project Director of SIHAYA HOUSE. If the applicant appears suitable, a 3-day trial stay will be arranged. The final decision will be made by a committee of SIHAYA HOUSE staff and residents.

3. Because of the limit of six places for ex-mental patients, because the most residents remain from 3 - 6 months, and because we wish to insure that SIHAYA HOUSE remains primarily a resource to residents of Yolo County, the Program Chief of Mental Health Services, or his designee, must approve all proposed admissions to SIHAYA HOUSE.

D. Provided Services Include:

1. Residential care in a group milieu treatment setting for patients not requiring the structure of an acute treatment facility.

2. Room and board.

3. Group sessions oriented towards practical problems in social, occupational, residential and other areas.

Micro Fiched

4. Assistance in the development of a personal rehabilitation plan, which shall include such daytime activities as therapy, vocational rehabilitation, work schooling and/or other appropriate activities.

5. Instruction and assistance in the performance of tasks related to self-care and independent living; i.e., cooking, performance of household tasks, personal hygiene, etc.

6. Monitoring of medications when requested by the treating psychiatrist or mental health nurse.

2. Payment

A. For above said service, COUNTY shall pay to SIHAYA HOUSE a total sum not to exceed twenty one thousand, eight hundred DOLLARS ($21,800).

B. A provisional payment of $5,450 shall be advanced by COUNTY to SIHAYA HOUSE quarterly upon submission of a claim to COUNTY designating services rendered during prior quarter. Claim will be adjusted proportionately downward to reflect any resident not approved by Mental Health Services. Claim must be countersigned and approved by the Program Chief of Mental Health Services.

C. Costs of services rendered shall be adjusted to actual cost or maximum agreement amount (whichever is lower) at the end of the agreement year for the period of the Agreement, July 1, 1976, through June 30, 1977.

D. SIHAYA HOUSE shall remain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

3. Relationship of Parties. The relationship of COUNTY and SIHAYA HOUSE is and shall be construed to be that SIHAYA HOUSE is an independent contractor of COUNTY, and not an agent. At no time during the performance of the Agreement is any employee, agent or contractor of SIHAYA HOUSE an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability.

Micro Fiched

A. The services to be performed under this Agreement will be performed entirely at SIHAYA HOUSE's risk, and SIHAYA HOUSE assumes all responsibility for the condition of buildings and equipment used in the performence of this Agreement.

B. SIHAYA HOUSE shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

C. SIHAYA HOUSE agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amentment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. Term. This Agreement shall commence on July 1, 1976, and terminate on June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention. Termination by SIHAYA HOUSE prior to the end of a quarter will require returning to

COUNTY an amount equal to days remaining in the quarter for which payment was advanced. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

Davis Mental Health Corporation
402 I Street
Davis, California 95616

Micro Fiched

7. Community Services Systems Manual. SIHAYA HOUSE agrees to comply with all of the provisions contained in the Community Services Systems Manual (Exhibit "A" attached hereto and incorporated herein by this reference).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

_____
DAVIS MENTAL HEALTH CORPORATION

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

Micro Fiched

The contractor requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Book

FILED

SEP 24 1976

LAURENCE P. HENIGAN, Clerk
By Deputy

AGREEMENT NO. 76-225
(Agreement to Provide Funds for the Alcoholism Information Center)

LAURENCE P. HENIGAN, Clerk
By Deborah E. Conley
DEPUTY

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and East Yolo Information Center for Alcoholism, a non-profit corporation, hereinafter called CENTER,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CENTER is a non-profit corporation formed to prevent alcoholism in the County of Yolo. The Yolo County Mental Health Department has a need for the services provided by CENTER.
2. CENTER has presented COUNTY with a proposed budget for the period of July 1, 1976 through June 30, 1977, a copy of which is attached hereto, incorporated herein, and designated as Exhibit "A".
3. CENTER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service: The services CENTER shall provide to COUNTY shall include but not be limited to the following:
   A. Provide information about alcoholism and alcohol abuse.
   B. Provide limited pre-treatment counseling to those concerned about themselves or another in relation to alcohol abuse.
   C. Refer individuals and families to appropriate service resources.
   D. Act as an advocate for clients or agencies.
   E. Make information about alcohol and alcoholism readily available to all segments of the community.
   F. Assist the alcoholic in becoming motivated to seek treatment or help.
   G Provide consultation to employers on alcohol abuse control.
   H. Provide at least a 14-hour per day answering service relevant to alcoholism.

I. Transport clients, when indicated, to available services.

J. Make home visits with a Mental Health Counselor.

2. Payment.

A. For above said service, COUNTY shall pay to CENTER a total sum not to exceed eight thousand sixteen DOLLARS ($8,016).

B. Such payments shall be made by COUNTY to CENTER monthly upon submission of a claim to COUNTY designating services rendered and time spent on each item, countersigned and approved by the Program Chief of Mental Health Services.

Micro Fiched

C. CENTER shall maintain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

D. General Revenue Sharing Clause: East Yolo Information Center for Alcoholism hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for services provided under the terms of this Agreement. All funds received by CENTER from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. CENTER agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

3. Relationship of Parties. At no time during the performance of the duties and obligations devolving upon CENTER under this Agreement is any employee, contractor or agent of CENTER acting or performing as an employee or agent of COUNTY for any purpose. CENTER is an independent contractor of COUNTY for all purposes under this Agreement.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at CENTER's risk, and CENTER assumes all responsibility for the condition of buildings and equipment used in the performance of

this Agreement.

B. CENTER shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

C. CENTER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

Micro Fiched

5. Amendments. This writing together with the Exhibits attached hereto, fully expresses the understanding of the parties and shall constitute the final Agreement. No addition to, deletion or alteration of any term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. Term. This Agreement shall commence on July 1, 1976, and terminate on June 30, 1977; provided, however that this Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

East Yolo Information Center for Alcoholism
1040 West Capitol Avenue, Suite C-1
West Sacramento, California 95691

7. Other Agreements. This Agreement supersedes all agreements heretofore entered into between the parties.

8. Community Services Systems Manual. CENTER agrees to comply with all of the provisions contained in the Community Services Systems Manual (Exhibit "B" attached hereto and incorporated herein by this reference).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

Micro Fiched

EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

EAST YOLO INFORMATION CENTER CONTRACT

EXHIBIT "A"

ESTIMATED EXPENDITURES		REVENUE SOURCES	
		MENTAL HEALTH	REVENUE SHARING
SALARIES			
Director	$ 7,200		
Secretary	300		
Janitor	180		
SUB-TOTAL	$ 7,680	$1,680	$6,000
BENEFITS			
SUB-TOTAL	$ -0-		
OTHER GOODS			
Insurance	$ 75		
Education Material	700		
Office Supplies	928		
SUB-TOTAL	$ 1,703	$1,703	-0-
SERVICES & LEASES			
Rent	$ 1,380		
Advertising	825		
Tel. Answ. (9 mo.)	420		
SUB-TOTAL	$ 2,625	$2,625	-0-
MAINTENANCE & UTILITIES			
Gas & Electricity	$ 325		
Telephone	565		
Office Maintenance	290		
SUB-TOTAL	$ 1,180	$1,180	-0-
TRANSPORTATION & TRAVEL			
Gas	$ 728		
Conf. & Mts.	100		
SUB-TOTAL	$ 828	$ 828	
STAFF TRAINING			
SUB-TOTAL	-0-		
TOTAL	$14,016	$8,016	$6,000

Micro Fiched

EXHIBIT B

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

Micro Fiched

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

BK

RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY DEPUTY

AGREEMENT NO. 76-226

(Agreement to Provide Alcohol Education Services)

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Al Ellwood, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. CONTRACTOR has developed a course in the furtherance of rehabilitation of persons who have been cited for drunk driving.
2. The persons who utilize the services of CONTRACTOR are referred to CONTRACTOR principally from the Courts of COUNTY, Mental Health Services, and the Probation Department.
3. A description of said Course is attached hereto, marked Exhibit "A" and incorporated herein.
4. CONTRACTOR agrees to perform these services for COUNTY under the terms and conditions set forth in the Agreement.

AGREEMENTS:

1. Description of Services. The services to be performed by CONTRACTOR shall include but not be limited to the following:
   A. Preparation and administration of the Course monthly, as outlined in Exhibit "A" in a manner acceptable to the Program Chief.
   B. Collection from the participants prior to participation in the Course a non-refundable application fee of twenty-five DOLLARS ($25.00) per person and shall thereupon issue a receipt to the participant and deposit said funds with the County Mental Health Services.
   C. CONTRACTOR shall prepare and maintain comprehensive records and reports of attendance, fees collected, and all other data which will enable COUNTY to audit the performance of this program. Said records shall be maintained for not less than four (4) fiscal years from the date of entry into the records.
   D. Scheduling referrals for class attendance.

E. Communications with referring agencies regarding class attendance of their referrals.

F. Supplying class materials and any other necessary program supplies.

G. Maintaining per segment a participant-instructor ratio of no greater than 15:1 and no less than 3:1.

H. Maintaining office hours to receive referrals and answer inquiries of the participants and the community.

Micro Filmed

I. Attend the County Alcohol and Other Drug Abuse staff meetings monthly.

2. Performances by COUNTY. COUNTY shall provide to CONTRACTOR the following:

A. Supplying existing audio-visual equipment and 16 mm films used in presenting the Course.

B. Supplying space as necessary for the actual instruction of the Course.

C. Supplying stationery when COUNTY letterhead is necessary.

3. Payment.

A. COUNTY shall pay to CONTRACTOR from the account of said collected funds, and that account only, the sum of five DOLLARS ($5.00) per segment per person attending that segment who has theretofore paid the admission fee to CONTRACTOR.

B. Such payments shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of Mental Health Services setting forth the name of each participant attending the segments for which compensation is sought.

C. No more than four (4) segments of service shall be compensible per participant per enrollment.

4. Relationship of the Parties. In the performance of the duties and obligations devolving upon CONTRACTOR under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and is not an employee or agent of COUNTY for any purpose. It is understood that CONTRACTOR is free to contract for similar services to be performed for others while he is under contract with COUNTY so long as such services do not interfere with the discharge of the obligations and duties under this

Agreement.

5. Liability.

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

B. CONTRACTOR will carry, for the duration of this Agreement, public liability insurance acceptable to COUNTY.

Micro Fiched

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amentment to this Agreement which is formally approved and executed by the parties.

7. Term. This Agreement shall commence on July 1, 1976, and terminate June 30, 1977. This Agreement may be terminated by either party upon sixth (60) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements between the parties for Alcohol Education Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. MENIGAN, CLERK

BY _____
DEPUTY

Al Ellwood
AL ELLWOOD

MENTAL HEALTH SERVICES

BY C S Thomsen
PROGRAM CHIEF

Micro Fiched

CHARLES R. MACK
COUNTY COUNSEL
BY:
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Course Outline

SEGMENT #1 DRIVING WHILE INTOXICATED TWO HOURS

A. Written review of activities 12 hours prior to arrest. (Self-evaluation by participant).

B. Discussion on effects of driving abilities while drinking.

C. Film: Point Zero Eight

D. Discussion of laws, statistics, and attitudes.

Micro Fiched

E. Film: Highways of Agony or So Long, Pal.

F. 1. Reading Material: Alcohol Causes Half of Nation's Road Deaths.

2. What Happens in High-Speed Auto Crash.

SEGMENT #2 PHYSICAL AND EMOTIONAL HAZARDS TWO HOURS

A. Discussion of possible consequences of chronic and heavy drinking.

B. Discussion on alcohol abuse and alcoholism.

C. Film: The Causes and Dynamics of Alcoholism or Chalk-Talk

D. Reading Material: Alcohol, with all its joys and sorrows - Has its Primary effect on the brain.

SEGMENT #3 PROBLEM DRINKING TWO HOURS

A. Evaluation of personal problems with alcohol.

B. Recognized alcohol problem test: John Hopkins; A. A. Twenty Questions; Michigan Alcohol Screening Test.

C. Written assignment: Essay on How You Will Avoid Future Alcohol Related Problems.

D. Film: Biography of a Problem Drinker or equivalent.

SEGMENT #4 OVERCOMING PROBLEMS TWO HOURS

A. Review of personal essays

B. Review of test

C. Mental Health Counselor, A. A. representative, or other qualified guest speaker(s).

D. Formal and anonymous evaluation of OWI education program by students.

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

SUBJECT: Agreement for Alcohol Education Services

COUNTY DEPARTMENT(S) INVOLVED: Mental Health

CONTRACTOR(S): Al Ellwood, Instructor

Micro Fiched

PURPOSE: To provide rehabilitation of persons who have been cited for drunk driving.

TERM OF CONTRACT: Commences on July 1, 1976 to June 30, 1977. Agreement has a 60 day termination clause.

MONETARY PROVISIONS: The annual 1976/77 contract will be for $5,000. Last year's contract was also for $5,000; however, the total amount paid to the contractor was only $2,730. This cost is fully reimbursed by student fees.

COMMENTS: Funds have been budgeted within Budget Unit #505-5, Alcohol Counseling, Account #2429, Professional and Specialized Services, to cover the cost of this contract.

The contractor is paid $5.00 per 2 hour class per person. Class size varies between 3 to 15 students. Each person is required to attend four classes and pay in advance a non-refundable $25 fee for these classes.

DATE: August 30, 1976

BK

FILED

SEP 23 1976

LAURENCE P. HENIGAN, Clerk

By Debra E. Cooley DEPUTY

RECEIVED

SEP 23 1976

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 76-227
(Agreement to Provide Funds for Suicide Prevention of Davis)

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Patricia Allen, as Coordinator and Director of the Suicide Prevention of Davis, an unincorporated association, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. Patricia Allen is the Director of the unincorporated association known as Suicide Prevention of Davis, and as such provides a valued public health service, namely assisting in the prevention of suicide in the County of Yolo.

2. COUNTY has need of such services.

3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. CONTRACTOR shall provide such services as are described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Payment.

A. For said services, COUNTY shall pay to CONTRACTOR a total sum not to exceed one thousand eight hundred DOLLARS ($1,800).

B. Such payments shall be made by COUNTY monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of COUNTY's Mental Health Services, detailing services provided.

C. CONTRACTOR shall maintain statistical records of services rendered and financed, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for four (4) years.

D. All funds received by CONTRACTOR from COUNTY shall be used for and

applied to the expenses and categories of expenses designated in Exhibit "A" attached hereto and incorporated herein, and for no other purposes.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

Micro Fiched

5. Term. This Agreement shall commence on July 1st, 1976, and terminate June 30th, 1977.

6. Termination. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

7. Community Services Systems Manual. CONTRACTOR agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "B" attached hereto and incorporated herein.

8. Other Agreements. This Agreement supersedes all other Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

SUICIDE PREVENTION OF DAVIS

BY _____
COORDINATOR AND DIRECTOR

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

Micro Fiched

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the community's highly disturbed citizens and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

A. TELEPHONE SERVICE

1. Providing telephone service 24 hours per day, 365 days per year utilizing an answering service.

Micro Fiched

B. VOLUNTEER TRAINING

1. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

2. Ongoing training during monthly meetings.

C. PUBLIC INFORMATION SERVICES

1. Annual public information series on suicide prevention and crisis intervention (coordinated with volunteer training).

2. Informational material dispensed through local newspapers and radio.

3. Speakers supplied to interested community, church, and service groups.

4. Rental of advertising space on U. C. buses.

5. Posters supplied to dorms and off-campus housing groups.

EXHIBIT B

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall [illegible] and specify the kind, quality and amount of the provider services and criteria [illegible] ing the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

AGREEMENT NO. 76-228

(Agreement for the Purchase of Certain Social and Rehabilitation Services)

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Yolo County Sheltered Workshop, Inc., a non-profit corporation, hereinafter called WORKSHOP,

Rescinded by M.O. 76-1424

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. COUNTY has a need for social and rehabilitation services for certain patients of Yolo County Mental Health Services. Such services shall be in accordance with the provisions of Welfare & Institutions Code § § 5600-5767, the Short-Doyle Act. The objective of such services is to provide suitable care for persons no longer requiring hospitalization and to provide alternatives to hospitalization and to improve their functional capacity and to prevent further deterioration of their situation with the intent to reduce public dependency.
2. WORKSHOP represents that it is certified by the State Department of Rehabilitation to provide social and rehabilitation services.
3. WORKSHOP agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Social and Rehabilitation Services. The services provided by WORKSHOP to Yolo County Mental Health Services' patients not eligible for service financed by the State Department of Health under Welfare & Institutions Code § 10053.8 shall consist of the following:
   A. Work Evaluation: Work evaluation is the use of work to assess the client's limitations, capabilities, and productive potential in respect to work utilizing either a real or simulated work environment with realistic work conditions and requirements. It includes a written professional analysis of the client's skills, personality, physical capacity and social habits and attitudes as reflected in the workshop

setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of reviewing the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommended to last under two weeks or over six weeks for new clients in work therapy.

B. Work Adjustment (Behavior Modification): Work adjustment is the use of work and the workshop structure and environment to enable the client to develop appropriate attitudes, behavior, personal relationships, and responses appropriate to his own recovery or in preparation for a work environment. Normally, work evaluation will identify the client's specific behavior which requires modification during work adjustment.

Micro Fiched

C. Work Experience: The purpose of work experience to enable clients to increase their basic work skills such as endurance and speed as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible for services from the Department of Rehabilitation, or be feasible for job placement.

D. Work Activity Center: Provision of long-term personal and social development in a work environment for clients who appear to be unemployable in the competitive labor market at the time of referral. Services are directed to the primary objective of achieving independent living skills which allow for the opportunity to evaluate and improve rehabilitation potential. Equivalent objectives are socialization improvement and improving and maintaining self concepts. Services include group and individual experience in crafts, job contract work, adult education, physical exercise and field trips.

2. Payment.

A. COUNTY agrees to pay to WORKSHOP a total sum not to exceed ////////

twenty-three thousand DOLLARS ($23,000).

B. Such payments shall be made by COUNTY to WORKSHOP monthly upon submission of a detailed invoice at the following agreed-upon provisional rates:

SERVICE	RATE
Work Evaluation	$14.00 per day
Work Adjustment	$14.00 per day
Work Experience	$14.00 per day
Work Activity Center	$14.00 per day

C. Costs of services rendered shall be adjusted to actual cost or maximum Agreement amount (whichever is lower) at the end of the Agreement year for the period of the Agreement, July 1, 1976, through June 30, 1977.

Micro Fiched

D. WORKSHOP agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY. Said records shall be maintained for four (4) years.

E. General Revenue Sharing Clause: WORKSHOP hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by WORKSHOP from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. WORKSHOP agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

3. Relationship of Parties. The relationship of COUNTY and WORKSHOP is and shall be construed to be that WORKSHOP is an independent contractor of

COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of WORKSHOP an employee, agent or contractor of COUNTY, for any purpose, nor shall he be construed to be so.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at WORKSHOP's risk, and WORKSHOP assumes all responsibility for the condition of buildings, tools and equipment used in the performance of this Agreement.

B. WORKSHOP shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000 specifically naming COUNTY as an insured for all purposes thereunder.

C. WORKSHOP agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

Micro Fiched

5. Community Services Systems Manual. WORKSHOP agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibit attached hereto, fully expresses the understanding of the parties and shall constitute the final agreement. No addition to, deletion, or alterataion of the terms of this Agreement, whether by written or verbal understanding of the parties, or the officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1976, and terminate on June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

Yolo County Sheltered Workshop, Inc.
660 Sixth Street
Woodland, California 95695

8. Other Agreements. This Agreement supersedes all other agreements between the parties for social and rehabilitation services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

YOLO COUNTY SHELTERED WORKSHOP, INC., a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is availed only on Department approved contracts. Those requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

76-228

9

SUBJECT: Agreement for Sheltered Workshop Rehabilitation and Social Services

COUNTY DEPARTMENT(S) INVOLVED: Mental Health

CONTRACTOR(S): Yolo County Sheltered Workshop, Inc., a non-profit corporation

PURPOSE: To obtain social and rehabilitation services for Mental Health patients who need work evaluation, work behavior modification, work experience and a work activity center.

Micro Fiched

TERM OF CONTRACT: Commences on July 1, 1976 to June 30, 1977. Agreement has a 60 day termination clause.

MONETARY PROVISIONS:

(1) Cost to County

(2) Other

The 1976/77 contract is $23,000. Last year's contract was $22,000, however, only $16,312 was paid to the contractor for services rendered. 90% of these costs are financed by State funds. The County's share is 10%.

COMMENTS: Funds have been budgeted within Budget Unit #505-1, Mental Health Services, Account #2585, Payment to Private Institutions, to cover the cost of this contract.

The rates the contractor will be paid are as follows with a comparison to last year's rates:

Service	1975/76	1976/77
Work Evaluation	$14 per day	$14 per day
Work Adjustment	$14 per day	$14 per day
Work Experience	$14 per day	$14 per day
Work Activity Center	$14 per day	$14 per day

The Yolo County Sheltered Workshop also has received from the Board of Supervisors $25,000 of 1976 Revenue Sharing money.

DATE: August 31, 1976

RECEIVED
OCT - 5 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
OCT - 5 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY DEPUTY

AGREEMENT NO. 76-229
(Agreement for Providing Certain Inpatient and Outpatient Services)

THIS AGREEMENT made and entered into this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Sutter Community Hospitals, a non-profit corporation, hereinafter called HOSPITAL.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient and inpatient psychiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. HOSPITAL represents that it has outpatient and inpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Health and which are in accordance with the applicable sections of Title IX of the California Administration Code, hereinafter called "the Code."
3. HOSPITAL agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by HOSPITAL shall include the following:
   A. HOSPITAL shall provide an outpatient psychiatric clinic, as described in § 542 of the Code, for children through the age of eighteen, or, for children over such age but still attending high school.
   B. HOSPITAL shall provide a psychiatric inpatient service as described in § 541 of the Code for the same categories of children as described in Subsection A above.
   C. HOSPITAL shall provide psychiatric partial hospital service as described in § 543 of the Code, for the same categories of children as described in Subsection A above.

D. HOSPITAL shall provide case-centered psychiatric consultation to employees of COUNTY's Mental Health Services, hereinafter called SERVICE.

E. The persons served shall be those persons designated by the Program Chief of SERVICE or his designate. No patient shall be entitled to receive services pursuant to this Agreement except with the prior written authorization of COUNTY.

Micro Fiched

2. Payment.

A. The rate of compensation for services shall be in accordance with the following agreed-upon rates:

Service	Rate
1. Outpatient psychiatric clinic	
a. Individual Therapy	$44/hr
b. Group Therapy	$22/hr
c. Social Work Evaluation	$44/hr
2. Psychiatric inpatient service	$135/day + ancillary costs
3. Psychiatric partial hospital service	
a. Full day	$60/day + ancillary costs
b. Half day	$35/day + ancillary costs
4. Case-centered psychiatric consultation	$41/hr

B. Such compensation shall be reduced by such amounts HOSPITAL is determined entitled by SERVICE screening to charge to the patient under COUNTY's Short-Doyle Program eligibility standards, patient's insurance coverage, Medicare program coverage, and Medi-Cal program coverage.

C. COUNTY shall pay such amounts HOSPITAL has charged to patients but which remain uncollected after billing and shown on HOSPITAL's books six (6) months after the date that the service was rendered; provided, however, that subsequent collections of said amounts received by HOSPITAL thereafter from any source other than COUNTY shall be credited against any compensation due from COUNTY to

HOSPITAL under this or successor agreements.

D. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall be a sum not to exceed three thousand five hundred DOLLARS ($3,500). Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE, detailing services rendered and time spent on each category thereof.

Micro Fiched

E. HOSPITAL shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

3. Relationship of Parties. The relationship of COUNTY and HOSPITAL is and shall be construed to be that HOSPITAL is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of HOSPITAL an employee agent or contractor of COUNTY for any purpose, nor shall he be construed to be so.

4. Liability. HOSPITAL assumes all responsibility for services covered under the performance of this Agreement. HOSPITAL shall purchase and maintain for the duration of this Agreement a policy of malpractice insurance in the amount of $1,000,000/$1,000,000, specifically designating COUNTY as an insured for all purposes. HOSPITAL agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. HOSPITAL agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibit attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, deletion or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, the officers, agents or employees, shall be valid unless made in the form of a written

Amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1976, and terminate June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements between the parties for psychiatric serv.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

SUTTER COMMUNITY HOSPITALS, a non-profit corporation

BY _____
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

Micro Fiched

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. [illegible] services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the [illegible]lling and collection guidelines prescribed by the State Director of Mental Hygiene [illegible]lling providers excluded).

9. Provider financial records are retained [illegible] four years and made available for audit on request of either or both the county and the

10. Contract specifies the maximum dollar amount reimbu[illegible]nder the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of ser[illegible]te per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

BJL

FILED

SEP 29 1976

LAURENCE P. HENIGAN, Clerk
By Helen E. Conley
DEPUTY

AGREEMENT NO. 76-230

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, hereinafter called RECIPIENT.

Micro Fiched

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264), to be used in certain priority areas, including SOCIAL SERVICES (31 CFR § 51.41(a)(1)(VII).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 22, 1976; COUNTY wishes to implement said proposal pursuant to Government Code § 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this Agreement, pay over to RECIPIENT, the sum of $3,750.00. In addition, COUNTY shall pay the sum of $ 3,750.00 to RECIPIENT on three separate occasions, to wit: on October 1, 1976, on January 1, 1977 and on April 1, 1977.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the Summary of Proposal and Budget Statement attached hereto as Exhibit "A" and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer

said activities by or under the supervision of RECIPIENT in such a manner as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and that the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

Micro Fiched

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such auditor upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

(1) Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

(2) Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

(3) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.

(4) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

(5) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

Micro Fiched

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.40, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

8. Non Discrimination:

a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

Micro Fiched

(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) Perpetuating the results of past discriminatory practices.

(c) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(9) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

9. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workment's Compensation Insurance fully covering all employees of RECIPIENT.

Micro Fiched

10. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse COUNTY for said obligation of COUNTY to the Federal Government.

11. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

12. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

Micro Fiched

13. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

14. Waiver: Any waiver by COUNTY of any default, breach, or conditions of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

15. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

16. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

17. Term: The term of this Agreement is from the date of its execution until June 30, 1977, unless otherwise terminated as provided herein.

18. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue

sharing funds unexpended by RECIPIENT as of the date of termination; provided, however, that in the event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitue a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HERIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RECIPIENT:

BY _____

EXHIBIT A

Summary of Funded Proposal

Briefly describe the Agency's activities which will be funded by the County's Revenue Sharing funds: (Try not to exceed 250 words.)

East Yolo Volunteers

The East Yolo Volunteers, a special project of the Broderick Unit of the United Christian Centers, provides emergency food, clothing, furniture, transportation, small loans, and special services to individuals and families in the Broderick, Bryte and West Sacramento area, utilizint volunteers and one part time paid staff person. Referrals for our services are made by bona fide agencies where these public agencies have no alternatives to meet the needs.

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The food closet which last year supplies 7,125 days of food to 2,562 East Yolo residents is presently located at the Salud Clinic in Broderick but will be moving to new quarters near the health department in Broderick. The food closet is staffed and run by the East Yolo Volunteers who also solicit food donations. The bulk of the food is purchased by the Yolo County Coalition Against Hunger with revenue sharing funds.

The two clothes closets operated by the East Yolo Volunteers distributed 2,744 items of clothing to needy East Yolo residents.

Transportation was provided by volunteers to 180 persons who would otherwise fail to meet medical appointments. The need for this transportation involved lack of availability of bus routes, seriously ill and aging persons, unable to take advantage of existing public transportation, and mental health patients unable to cope with public transportation.

The East Yolo Volunteers are constantly being used by the Welfare, Health and Employment Departments to provide emergency needs and we do our very best to meet these needs.

Include a copy of the minutes of your governing board approving the submittal of Exhibits A, B, and C

EXHIBIT A-2

Agency's Name: United Christian Centers of the Greater Sacramento Area

Agency's Address: 2620 - 21st Street

Sacramento, CA., 95818

Agency's Phone: 452-5715

Chairman of the Agency's Governing Body: Micro Fiched

Name: Gwen Dunbar

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Executive Director of the Agency:

Name: Rev. George H. Turner

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Employee of Agency X yes ____ no If no, explain

Agency's Status: X Non-profit If other, explain.

Agency Insurance Coverage

Broker's Name: A. Mason Blodgett and Associates

Agency:

Address: 433 California Ave.

San Francisco, CA., 94104

Phone: 1-800-652-1558

Name of Insuring Company: Aetna Casualty and Surety Company

Public Liability Limits: $300,000. personal injury-$50,000 property damage

Micro Fiched

Agency's Employees

Agency's Employer Identification Number: 94-1509507

Number of employees who are paid for working

(a) _____ more than 40 hrs. per week

(b) 11 40 hrs. per week

(c) 29 less than 40 hrs. per week, but more than 20 hrs. per week

(d) 6 20 hours per week or less

EXHIBIT A-3

Person held accountable for the County's Revenue Sharing Funds:

Name Board of Directors, United Christian Centers/Rev. George H. Turner

Title Executive Director

Address 2620 - 21st Street, P.O. Box 8108

Sacramento, CA., 95818

Phone 452-5715

Micro Fiched

Attached is a copy of the following forms:

X 1. I.R.S. Letter of Recognition for Exemption (Form L-178)

___ 2. I.R.S. Return of Organization Exempt from Income Tax (Form 990) if your gross receipts were more than $5000 last year.

***This form will be sent upon completion of June 30, 1976 year end audit.

X 3. A financial statement showing the amount of County revenue sharing fund previously received and the items for which it was expended.

Available after year end audit.

___ 4. If, on June 30, 1976, previously granted County revenue sharing funds have not been spent, then indicate the amount $4747.08 and plans for the use of the funds:

This amount will be used for the following :

Repair of store room

Additional staffing of program

Salary increments

Transportation

Volunteer reimbursement

Exhibit A-3 cont'd.

East Yolo Volunteers/United Christian Centers

Salaries (list funded positions)	(Do not include cents)
1. Program coordinator and aide	5100
2.	
3.	
4.	
5.	
Rent (its	674
Phone	360
Insurance	
Office Expense (supplies)	250
Professional Services (contracted)	4150
Travel (transportation)	2520
Other (Identify)	
1. Postage	120
2. Occupancy	1200
3. Conferences	251
Subscriptions	25
Capital Outlay (list & itemize each item)	
1. Equipment	350
2.	
3.	
Total Budget (Grant Funds Requested)	15000

Micro Fiched

EXHIBIT A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1. Program Director	$ 3800
2. Part time aide	1300
3. Donated by volunteers	2000
4.	
5.	
Benefits & payroll taxes	674
Phones	360
~~XXXXXXXXX~~ Postage	120
Office Expense	250
Professional Services (contracted)	4150
Travel	2520
Other (Identify)	
1. Occupancy	1200
2. Publications	25
3. Specific Assistance to individuals	3000
4 Conferences	251
Capitol Outlay (identify each item)	
1.	
2.	
3.	
Total Revenue Sharing Funds Allocated	$ 15000

Total Volunteers budget 19650

Micro Fiched

Attachment to Exhibit A-3

Micro Fiched

UNITED CHRISTIAN CENTERS

BOARD OF DIRECTORS MEETING
MONDAY, JULY 12 1976

PRESENT Brown, Adams, Ronda Smith, Brock, Jenkins, Frazier, Jee
STAFF PRESENT Rev. Turner, Carol Pearson

BOARD MEMBERS ABSENT Baldwin, Bromagem, Daniel, Dunbar, Duran, Fong, Heydon, Malkasian, Murchison, McIntosh, Patterson, Poxon, Scripture, Stockdale, Townsel, Vaught, Walton, Brushwyler.

INVOCATION: Mr. Sherwood Brock

Due to a lack of quorum, the meeting began with item six.

REVENUE SHARING AWARDS

The following are a list of awards granted for our 1976/77 proposals for Yolo County.

Group Work	$ 3000
E.Y. Volunteers	15000
Sr. Citizens	35000
Transportation	15000
Multi-purpose bldg.	-0-

These amounts are the same as the 1975/76 allocations with the exception of Transportation which is increased by $12,300.

A motion was made by Mrs. Smith, seconded by Mr. Jenkins to sign the agreements with Yolo County for the above amounts.

ACTION ON INTEREST TRANSFERS

A motion was made by Mrs. Smith, seconded by Mr. Brock that all interest bearing accounts having interest earned have that interest placed in UCC restricted savings account.

NEW RE-ORGANIZATION CHART

The new re-organization chart was attached to board packets. Rev. Turner explained that all positions were opened up and all present employees were asked to apply for positions on the new organization. Rev. Turner has discussed with all employees their position in the organization.

ADJOURNMENT

Attachment to Exhibit A-3 cont'd.

U. S. TREASURY DEPARTMENT
WASHINGTON 25

Keep

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
WASHINGTON 25, D.C.
AND REFER TO:

CP:E:O:

[illegible], Inc.

[illegible]

Gentlemen:

Micro Fiched

It is the opinion of this office, based upon the evidence presented, that you are exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, so it is shown that you are organized and operated exclusively for [illegible] purposes.

As an exempt, you are not required to file income tax returns under [illegible] from the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that it may affect upon your exempt status may be determined.

It is [illegible] necessary for you to file [illegible] Return of Information, Form 990, generally required of organizations exempt under section 501(c)(3) of the Internal Revenue Code of 1954, as you [illegible] [illegible] corresponding provision of the Code.

Contributions to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section [illegible] Code.

Bequests, legacies, devises or transfers to or for your use are deductible in valuing the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

[illegible]

2

2 - [illegible] Inc.

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Micro Fiched

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1939 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue [illegible] in behalf [illegible] will advise [illegible] of this action.

[illegible]

Very truly yours,

Chief, Rulings and Agreement Organizations Branch

Form [illegible]

UNITED CHRISTIAN CENTERS

FINANCIAL STATEMENT
East Yolo Volunteers
July 1, 1975-June 30, 1976

EXPENSES:

Salaries	$	3341
Benefits		57
Taxes		307
Contract Services		4150
Supplies		79
Telephone		360
Postage		103
Occupancy		1200
Transportation		630
Conferences		0
Subscriptions		10
Miscellaneous		45
Equipment		350
Total Expense	$	10632

Micro Fiched

REVENUE

Yolo County Revenue Sharing	15000

ernment within such State have the authorized upon them new taxing authority, then, the aggregate amount taken into account under paragraph (a) (1) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976 and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary after the end of the State's fiscal year, on a form to be provided, the aggregate amounts transferred out of its own sources to units of local government for those entitlement periods as that State's fiscal years specified on the report:

(1) The State's own source funds.

(2) The State's total funds.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government as a result from the application of this section (after any judicial review) shall be transferred from the Secretary's trust fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.23 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages). (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 90 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1979.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.29 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.30 Adjustment of maximum and minimum per capita entitlements, 145 percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 104(a)(4) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent of two-thirds of the amount allocated to the State under section 108 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 108 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.40 Matching funds.

(a) *In general.* Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or duplicating local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

EXHIBIT "B"

funds applies to Federal-to-State grants. Federal-to-State matching grants are treated as direct Federal grants and are subject to the provisions of paragraph (a) of this section without regard to paragraph (b) of this section.

(b) *Secondary recipients.* The provisions of paragraphs (a) of this section applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by paragraph (f) of this section shall be imposed on the recipient government.

(c) *Certification required.* Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.* No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 for its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.* No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds (for example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the extra costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.41

§ 51.41 Permissible expenditures for local governments.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12 the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.* The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.* In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice to the Secretary and opportunity for corrective action.

§ 51.42 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project costing in excess of $2,000.00 and of which 25 percent or more of the cost is paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable, the recipient government must assert in the U.S. Department of Labor wage rate determination for each intended project and insure that the wage rates and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act. Wage rate determinations may be obtained by filing a Standard Form 308 with the Employment Standards Administration of the applicable regional office of the U.S. Department of Labor at least 30 days before the invitation for bids or in case of construction covered by general wage rate determinations, the appropriate rate may be obtained from the FEDERAL REGISTER.

(c) *Government employees.* A recipient government which employs individuals whose wages are paid in whole or in part from entitlement funds must pay wages which are not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer. However, this subsection shall apply with respect to employees in any category only if 25 percent or more of the wages of all employees of the recipient government in such category are paid from the trust fund established by it under § 51.70(a).

§ 51.43 Restriction on expenditures by Indian tribes and Alaskan native villages.

Indian tribes and Alaskan native villages as defined in § 51.2 are required to expend entitlement funds only for the benefit of members of the tribe or village residing in the county area from which the allocation of entitlement funds was originally made. Expenditures which are

[illegible]

Subpart E—Nondiscrimination in Programs Funded With Entitlement Funds

§ 51.50 Purpose.

The purpose of this subpart is to effectuate section 122 of the Act to the end that no person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

§ 51.51 Definitions.

Unless the context requires otherwise, as used in this subpart, the term:

(a) "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein.

(b) "Funded" means that entitlement funds have been made available for expenditure in a designated program or activity through legislative action.

(c) "Program or activity" means any function conducted by an identifiable administrative unit of the recipient government, or by any other unit of government or private contractor receiving entitlement funds from the recipient government.

§ 51.52 Discrimination prohibited.

(a) *General.* No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government shall not, under any program or activity to which the regulations of this subpart apply, directly or through contractual or other arrangements, on the ground of race, color, national origin, or sex:

(i) Deny any service or other benefit provided.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others.

(iii) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(vi) Deny any person an opportunity to participate in a program or activity as an employee.

(vii) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of:

(i) Subjecting individuals to discrimination on the basis of race, color, national origin, or sex.

(ii) Perpetuating the results of past discriminatory practices.

(iii) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(3) A recipient government may not, with respect to any program or activity to which this subpart applies, make selections of site or location of facilities which have the effect of:

(i) Excluding individuals from such facilities.

(ii) Denying the individuals the benefits of such facilities.

(iii) Subjecting individuals using the facilities to discrimination on the ground of race, color, national origin, or sex.

(4) Recipient governments are encouraged to take action with entitlement funds to ameliorate an imbalance in services or facilities provided to any geographic area or specific group in order to overcome the effects of prior discriminatory practice or usage. If entitlement funds are allocated to a program or activity which currently provides an imbalance of services or facilities to persons protected by this subpart, then such imbalance must be ameliorated.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

§ 51.53 Employment.

(a) *Employment practices.* In any program or activity funded in whole or in part with entitlement funds, a recipient government may not (directly or indirectly through contractual or other arrangements) subject any individual to discrimination on the ground of race, color, national origin, or sex in its employment practices. These practices include recruitment, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

(b) *Employee selection procedures.* The Equal Employment Opportunity Commission, in carrying out its responsibilities in ensuring compliance with title VII of the Civil Rights Act of 1964, has published Guidelines on Employee Selection Procedures (29 CFR Part 1607) to assist in establishing and maintaining equal employment opportunities. Among other things, these Guidelines forbid the use of employee selection practices, procedures, and devices (such as tests, minimum educational levels, and the like) which disqualify a disproportionate number of minority individuals or women for employment and which are not related to job performance. Recipient governments using selection procedures which are not in conformity with the EEOC Guidelines shall, upon request of the Secretary, set forth the reasons, for any such nonconformity, and, if necessary, the actions the recipient government is taking or will take to ensure that its selection procedures are job related.

(c) *Self-evaluation.* Recipient governments are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection, or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals or women.

(d) *Employment compliance reviews.* Compliance reviews of recipient governments will be scheduled by the Office of Revenue Sharing, giving priority to any recipient government's programs funded with entitlement funds which show a significant disparity between the percentage of minority persons or women in the work force and the percentage of minority or women employees in the applicable programs.

§ 51.54 Sex discrimination.

(a) *General.* No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in recruitment, hiring or employment, whether full-time or part-time, under any program or activity funded in whole or in part with entitlement funds.

(b) *Recruitment and advertisement.* (1) Recipient governments engaged in recruiting activity must recruit employees of both sexes for all jobs.

(2) Advertisement in newspapers and other media for employment must not express a sex preference. The placement of an advertisement in columns headed "Male" or "Female" will be considered to be a discriminatory limitation.

(3) A recipient government shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such recruitment has the effect of discriminating on the basis of sex.

(c) *Job opportunities and practices.* (1) Employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform.

(2) Recipient governments must not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. It shall be an unlawful employment practice for an employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex. It shall be an unlawful employment practice for an employer to provide for both unequal benefits and unequal contributions in the areas of insurance, pension or retirement plans, welfare or other fringe benefits programs. Further, it shall be an unlawful employment practice for an employer to provide for either unequal benefits or unequal contributions in such areas unless such unequal benefits or unequal contributions are directly related to actuarial differences. Proof of such re-

marital differences shall be provided by the recipient government to the request of the Secretary. In the area of insurance, pensions, annuity programs and other fringe benefits, it is not an unusual employment practice for a recipient government to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees, or to make available benefits for the wives of male employees which are not made available for female employees or to make available benefits to the husbands of female employees, which are not made available for male employees.

(3) Any distinction between married males and married females and any distinction between unmarried males and unmarried females will be considered to be a distinction made on the basis of sex. Similarly, a recipient government must not deny employment to women with young children unless it has the same exclusionary policies for men; or terminate an employee of one sex in a particular job classification upon reaching a certain age unless the same rule is applicable to persons of the opposite sex.

(4) A recipient government may not refuse to hire men or women, or deny men or women a particular job because there are no separate restrooms or other separate facilities. The recipient government's policies and practices must assure that appropriate facilities are available for use by both sexes.

(5) Recipient governments may not deny any employee the right to any job, which the employee is qualified to perform, in reliance upon a State "protective" law that does not apply equally to both sexes.

(6) A recipient government shall not:

(i) Classify a job as being for males or for females.

(ii) Maintain or establish separate lines of progression, seniority lists, career ladders, tenure, systems, position descriptions or job requirements which are based on sex or which classify persons on the basis of sex.

(d) *Marital or parental status.* In any program or activity funded in whole or in part with entitlement funds:

(1) *Family status.* A recipient government shall not treat an employee or applicant for employment differently on the basis of sex in any employment action or policy because of the employee's or applicant's marital status or status as a parent. Such action may also not be taken with respect to pregnancy unless the recipient government can demonstrate that the pregnancy of the individual concerned prevents adequate job performance by that individual. In no event may a recipient government have a policy or take an action which benefits a person because of his or her status as head of household or principal family wage earner.

(2) *Pregnancy as a temporary disability.* A recipient government shall treat any temporary disability arising from pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner as it treats any other temporary disability for all job-related purposes. The term "job-related purposes" includes commencement, duration and extension of leave, payment of disability income, reinstatement, termination of employment, retirement, pay rate and raises, fringe benefits, accrual of seniority or other benefit of service, and promotion.

(3) *Sex as a bona fide occupational qualification.* Nothing in these regulations shall prohibit the hiring of employees of one sex if sex is a bona fide occupational qualification. A bona fide occupational qualification is only allowed where there is a reasonable factual basis to believe that all, or substantially all of one sex are unable to perform the job in question. Further, the burden of demonstrating that sex is a bona fide occupational qualification for a given job rests on the recipient government.

§ 51.55 Assurances required.

(a) *General.* In order to qualify for any payment for any entitlement period, each Governor of a State or each chief executive officer of a unit of local government shall, prior to the beginning of each entitlement period, execute to the satisfaction of the Secretary an assurance that all programs to be funded in whole or in part with entitlement funds will be conducted in compliance with the requirements of this subpart. Assurances required under this paragraph shall be submitted pursuant to § 51.10(b) and shall be in such form and detail as prescribed by the Secretary.

(b) *Failure to comply.* Any recipient government which fails to comply with paragraph (a) of this section shall have its entitlement payments withheld for the applicable entitlement period. Any recipient government to which a determination of noncompliance with paragraph (a) of this section has been made shall be entitled to notice and opportunity for hearing. However, notwithstanding § 51.59, no payments shall be made for the applicable entitlement period pending the outcome of such hearing.

§ 51.56 Compliance information and reports.

(a) *Access to sources of information.* Each recipient government shall permit access by authorized representatives of the Office of Revenue Sharing and Department of Justice during normal business hours to such of its facilities, books, records, accounts, personnel, and other sources of information as may be relevant to a determination of whether the recipient government is complying with this subpart. Where any information required of a recipient government is in the exclusive possession of any other agency, institution, or person, and such agency, institution, or person fails or refuses to furnish this information, the recipient government shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(b) *Compliance reports.* Each recipient government shall keep such records and submit on request of the Secretary timely, complete and accurate compliance reports at such times, in such form, and containing such information, as the Secretary may determine to be necessary or useful to enable the Office of Revenue Sharing to ascertain whether the recipient government has complied or is complying with this subpart. Recipient governments shall make available on request of Office of Revenue Sharing officials, racial, ethnic, male/female, and national origin data showing the extent to which minorities and females are or will be beneficiaries of entitlement funds. In the case of any program under which a primary recipient government extends or will extend entitlement funds to any other secondary recipient, such secondary recipient shall submit such compliance reports to the primary recipient as may be necessary or useful to enable the primary recipient to carry out its obligations as a recipient government under this subpart. Each recipient government shall identify, on request of the Office of Revenue Sharing, any State or local agency which has been legally authorized to monitor its civil rights compliance activities.

§ 51.57 Complaints and investigations.

(a) *Complaints.* Any person who believes anyone has been subjected to discrimination prohibited by this subpart, may personally or by a representative file with the Secretary a written statement setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this subpart.

(b) *Investigations.* The Secretary shall advise the chief executive officer of the recipient government of any complaint received pursuant to paragraph (a). If the Secretary has reason to believe that the complaint shows that a recipient government has failed to comply with the provisions of this subpart, he will cause a prompt investigation to be made by the Office of Revenue Sharing, or other appropriate Federal or State agency, of the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government.

§ 51.58 Compliance reviews and affirmative action.

(a) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this subpart and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(b) *Affirmative action.* Any recipient government which has been determined to be in violation of this subpart must take reasonable steps to remove or overcome the consequences of such discrimination where a practice or usage has in purpose or effect tended to exclude individuals from participation in, deny

them the benefits of, or any aid from, a discriminatory activity to which this subpart applies, on the ground of race, color, national origin, or sex. The Secretary will seek the cooperation of noncomplying persons, determine the steps necessary to remove the noncompliance, and will determine a timetable for implementing those steps.

§ 51.59 Procedure for effecting compliance.

(a) *General.* Whenever the Secretary determines that a recipient government has failed to comply with this subpart, he shall notify the chief executive officer of the recipient government and the Governor of the State in which the government is located of the noncompliance and shall request the Governor to secure compliance. If, within a reasonable period of time not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(1) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted;

(2) To initiate an administrative hearing pursuant to the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or

(3) To take such other action as may be provided by law.

(b) *Administrative hearing.* An order of an administrative law judge to withhold temporarily, to repay, or to forfeit entitlement funds will not become effective until:

(1) There has been an express finding on the record, after notice and opportunity for hearing, of a failure to comply with a requirement of this subpart.

(2) At least 10 days have elapsed from the date of the order of the administrative law judge. During this period additional efforts will be made to assist the recipient government to comply with this subpart and to take appropriate corrective action.

(3) Thirty days have elapsed after the Secretary has filed with the Committee on Government Operations of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action. The time limitation of subparagraphs (2) and (3) can run concurrently.

(4) The Secretary has notified the recipient government that, in addition to whatever sanctions have been imposed by the administrative law judge, the Office of Revenue Sharing shall withhold payment of all entitlement funds until such time as the recipient government complies with the order of the administrative law judge. Further, the amount of the forfeiture or repayment of entitlement funds, if any, will be limited to the program or activity in which the noncompliance has been found. Such funds shall be collected by a downward adjustment to future entitlement payments and will be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require payment of such amount to the United States.

(c) *Withholding pursuant to court action.* The Secretary may immediately withhold the payment of entitlement funds to a recipient government pending the entry of an affirmative action order by a Federal court if:

(1) A violation of the nondiscrimination provision of this subpart or the Act (Sec. 122) was alleged in the complaint before the court;

(2) The court finds that the recipient government has violated the nondiscrimination provision of this subpart or the Act; and

(3) The question of withholding has not been resolved by the court.

(d) *Action by Attorney General.* Nothing in these regulations is intended to preclude the United States, in a civil action initiated by the Attorney General of the United States pursuant to § 122 (e) of the Act, from seeking, or a court from granting, an order to require the repayment of funds previously paid under the Act, or an order that the payment of funds under the Act be terminated or withheld. In addition, the Secretary may initiate the procedure provided for in paragraph (a)(2) of this section against a recipient government which has been named as a defendant in such civil action if it is the Secretary's judgment, after consultation with the Attorney General, that an administrative withholding of entitlement funds is an appropriate measure to ensure compliance with this subpart.

§ 51.60 Hearing procedures.

Whenever a procedure which requires notice and opportunity for a hearing is invoked by the Secretary to effect compliance under this subpart, the procedural regulations promulgated in subpart G of this part shall govern.

§ 51.61 Jurisdiction over property.

The Office of Revenue Sharing shall have jurisdiction over any program or activity for purposes of this subpart for as long as a recipient government is retaining ownership or possession of any real or personal property or any interest therein, which was purchased in whole or in part with entitlement funds for the applicable program or activity. Further, if such property is transferred to another party, the Office of Revenue Sharing will retain jurisdiction over the recipient government for purposes of this subpart for as long as the property is used to provide benefits similar to those which were provided by the property before the transfer.

§ 51.62 Delegation.

The Secretary may assign to officials of the Department, officials of other departments or agencies of the Federal government, or officials of State agencies, responsibilities and authority to effectuate the purposes of this section including the achievement of effective coordination within the executive branch in the implementation of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 2000e). Such delegation shall be made only with the consent of the affected departments and agencies, and in no event will the Secretary delegate authority to review the initial decision of an administrative law judge to officials outside the Department.

Subpart F—Fiscal Procedures and Auditing

§ 51.70 Procedures applicable to the use of funds.

A recipient government which receives entitlement funds under the Act shall:

(a) Establish a trust fund and deposit all entitlement funds received and all interest earned thereon in that trust fund. The trust fund may be established on the books and records as a separate set of accounts, or a separate bank account may be established.

(b) Use, obligate, or appropriate such funds within 24 months from the end of the entitlement period to which the check is applicable. Any interest earned on such funds while in the trust fund shall be used, obligated, or appropriated within 24 months from the end of the entitlement period during which the interest was received or credited. An extension of time in which to act on the funds, or interest earned thereon, must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

(c) Provide for the expenditure of entitlement funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.

(d) Maintain its fiscal accounts in a manner sufficient to:

(1) Permit the reports required by the Secretary to be prepared therefrom,

(2) Document compliance with the matching funds certification, and

(3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

The accounting for entitlement funds shall at a minimum employ the same fiscal accounting and internal audit procedures as are used with respect to expenditures from revenues derived from the recipient government's own sources.

(e) Provide to the Secretary and to the Comptroller General of the United States, on reasonable notice, access to and the right to examine such books, documents, papers or records as the Secretary may reasonably require for the purpose of reviewing compliance with the Act and the regulations of this part or, in the case of the Comptroller General, as the Comptroller General may reasonably require for the purpose of reviewing compliance and operations under the Act.

§ 51.71 Auditing and evaluation; scope of audits.

(a) *In general.* The Secretary shall provide for such auditing and evaluation as may be necessary to insure that

BK

RECEIVED
SEP 29 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP 29 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley DEPUTY

AGREEMENT NO. 76-231

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, hereinafter called RECIPIENT.

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W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264), to be used in certain priority areas, including TRANSPORTATION (31 CFR § 51.41(a)(1)(III).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 22, 1976; COUNTY wishes to implement said proposal pursuant to Government Code § 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this Agreement, pay over to RECIPIENT, the sum of $3,750.00. In addition, COUNTY shall pay the sum of $3,750.00 to RECIPIENT on three separate occasions, to wit: on October 1, 1976, on January 1, 1977 and on April 1, 1977.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the Summary of Proposal and Budget Statement attached hereto as Exhibit "A" and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer

said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and that the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

Micro Fiched

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such auditor upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

(1) Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

(2) Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

(3) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.

(4) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

(5) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.40, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference. Micro Fiched

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

8. Non Discrimination:

a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

Micro Fiched

(7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) Perpetuating the results of past discriminatory practices.

(c) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(9) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

9. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workment's Compensation Insurance fully covering all employees of RECIPIENT.

Micro Fiched

10. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse COUNTY for said obligation of COUNTY to the Federal Government.

11. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

12. Assignability: This agreement is not assignmable in whole or in part without the written consent of COUNTY.

Micro Fiched

13. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

14. Waiver: Any waiver by COUNTY of any default, breach, or conditions of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

15. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

16. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

17. Term: The term of this Agreement is from the date of its execution until June 30, 1977, unless otherwise terminated as provided herein.

18. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue

sharing funds unexpended by RECIPIENT as of the date of termination; provided, however, that in the event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitue a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RECIPIENT:

BY _____

EXHIBIT A

Summary of Funded Proposal

Briefly describe the Agency's activities which will be funded by the County's Revenue Sharing funds: (Try not to exceed 250 words.)

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The East Yolo Transportation Project is an interagency non profit transportation service coordinated and conducted by the Broderick Unit of United Christian Centers. It provides transportation from East Yolo to Yolo General Hospital Outpatient Clinic in Woodland and from East Yolo, Davis and Woodland to the Yolo Sheltered Workshop in Woodland twice daily. In addition, the project through contracts also serves the East Yolo Senior Citizens, the Senior Nutrition Program and the Child Development Program of the Broderick unit in getting people to and from scheduled activities, delivering lunches and transporting children.

Include a copy of the minutes of your governing board approving the submittal of Exhibits A, B, and C.

EXHIBIT A-2

Agency's Name: United Christian Centers of the Greater Sacramento Area

Agency's Address: 2620 - 21st Street

Sacramento, CA., 95818

Agency's Phone: 452- 5715

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Chairman of the Agency's Governing Body:

Name: Gwen Dunbar

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Executive Director of the Agency:

Name: Rev. George H. Turner

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Employee of Agency X (yes) ____ (no) If no, explain.

Agency's Status: X (Non-profit) If other, explain.

Agency Insurance Coverage

Broker's Name: A Mason Blodgett and Associates

Agency:

Address: 433 California

San Francisco, CA., 94104

Phone: 1-800-652-1558

Name of Insuring Company: Aetna Casualty and Surety Company

Public Liability Limits: $300,000 personal injury - $50,000 property damage

Agency's Employees

Micro Fiched

Agency's Employer Identification Number: 94-1509507

Number of employees who are paid for working

(a) ____ more than 40 hrs. per week

(b) 11 40 hrs. per week

(c) 29 less than 40 hrs. per week, but more than 20 hrs. per week

(d) 6 20 hours per week or less

EXHIBIT A-3

Person held accountable for the County's Revenue Sharing Funds:

Name Board of Directors United Christian Centers/Rev. George H. Turner

Title Executive Director

Address P.O. Box 8108

Sacramento, CA., 95818

Phone 452-5715

Micro Fiched

Attached is a copy of the following forms:

X 1. I.R.S. Letter of Recognition for Exemption (Form L-178)

___ 2. I.R.S. Return of Organization Exempt from Income Tax (Form 990) if your gross receipts were more than $5000 last year. *** This form will be sent upon completion of June 30, 1976 year end audit.

X 3. A financial statement showing the amount of County revenue sharing fund previously received and the items for which it was expended.

X 4. If, on June 30, 1976, previously granted County revenue sharing funds have not been spent, then indicate the amount -0- and plans for the use of the funds:

_____

_____

_____

_____

_____

_____

Exhibit A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

EAST YOLO TRANSPORTATION

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1. Driver	$ 5760
2. Driver	3900
3. Substitute drivers	1040
4.	
5.	
Benefits	
Phones	
Insurance	
Office Expense	
Professional Services (contracted)	4200
Travel	
Other (Identify)	
1.	
2.	
3.	
Capitol Outlay (identify each item)	
1.	
2.	
3.	
Total Revenue Sharing Funds Allocated	$ 15,000

Micro Fiched

EXHIBIT A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1. Lead Driver	$ 6300
2. 2nd Driver	5760
3. 3rd Driver (9 mo only)	3900
4. Substitute	1080
5.	
Benefits	2505
Phones	200
Insurance	
Office Expense (Supplies)	100
Professional Services (contracted)	4200
Travel	
Other (Identify)	
1. Specific Assistance to individuals	1[illegible]950
2.	
3.	
Capitol Outlay (identify each item)	
1.	
2.	
3.	
Miscellaneous	200
Total Revenue Sharing Funds Allocated	$ 15000
Total Transportation Budget	44196

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UNITED CHRISTIAN CENTERS

BOARD OF DIRECTORS MEETING
MONDAY, JULY 12, 1976

PRESENT: Brown, Adams, Rogda Smith, Brock, Jenkins, Frazier, Jee
STAFF PRESENT: Rev. Turner, Carol Pearson

BOARD MEMBERS ABSENT: Baldwin, Bromagem, Daniel, Dunbar, Duran, Fong, Heydon, Malkasian, Murchison, McIntosh, Patterson, Poxon, Scripture, Stockdale, Townsel, Vaught, Walton, Brushwyler.

INVOCATION: Mr. Sherwood Brock

Due to a lack of quorum, the meeting began with item six.

REVENUE SHARING AWARDS

The following are a list of awards granted for our 1976/77 proposals for Yolo County.

Group Work	$ 3000
E.Y. Volunteers	15000
Sr. Citizens	35000
Transportation	15000
Multi-purpose bldg.	-0-

These amounts are the same as the 1975/76 allocations with the exception of Transportation which is increased by $12,300.

A motion was made by Mrs. Smith, seconded by Mr. Jenkins to sign the agreements with Yolo County for the above amounts.

ACTION ON INTEREST TRANSFERS

A motion was made by Mrs. Smith, seconded by Mr. Brock that all interest bearing accounts having interest earned have that interest placed in UCC restricted savings account.

NEW RE-ORGANIZATION CHART

The new re-organization chart was attached to board packets. Rev. Turner explained that all positions were opened up and all present employees were asked to apply for positions in the new structure. Rev. Turner has discussed with all employees their position in the organization.

ADJOURNMENT

Attachment to Exhibit A-3 cont.

VERY IMPORTANT
Keep

U. S. TREASURY DEPARTMENT
WASHINGTON 25

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
WASHINGTON 25, D. C.
AND REFER TO

T:R:F:C:2

[illegible]

United [illegible] Church of the
[illegible], Inc.
[illegible] 21st Street
[illegible], California

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Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for [illegible] purposes.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

It will [illegible] necessary for you to file the annual return of information, Form 990-A, normally required of organizations exempt under section 501(c)(3) of the Internal Revenue Code of 1954, as you come within [illegible] exceptions contained in section 6033(a) of the Code.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

[illegible], bequests, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section [illegible] of the 1954 Code.

Form 1045 (Rev. [illegible])

2 - [illegible] Relation Centers of the Monterey Peninsula Area, Inc.

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1954 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, San Francisco, is being advised of this action.

This [illegible] ruling, dated October 6, 1955.

Micro Fiched

Very truly yours,

Chief, Rulings and
Exempt Organizations Branch

Form 4026 (Rev. 7-54)

UNITED CHRISTIAN CENTERS

FINANCIAL STATEMENT
East Yolo Transportation Project
July 1, 1975-June 30, 1976

EXPENSE

Offset Deficit (1974-75)	$ 1200
Salaries benifits	1500
Total Expenses	$ 2700

INCOME

Yolo County Revenue Sharing	2700

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ustment which such State has made pursuant to section 104 of the Act, then, the aggregate amount taken into account under paragraph (a) (2) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e) (1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a) (1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a) (1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a) (2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary after the end of the State's fiscal year, on a form to be provided, the aggregate amounts transferred out of its own sources to units of local government for those entitlement periods or that State's fiscal years specified on the report.

(1) The State's own source funds.

(2) The State's total funds.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.28 **Optional formula.**

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 90 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1975.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.29 **Adjustment of data factors.**

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.30 **Adjustment of maximum and minimum per capita entitlement; 145 percent criterion.**

(a) *County area maximum and minimum per capita entitlement.* (1) *In general.* Pursuant to section 108(b) (6) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 104 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a) (2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).* (1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 108 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.40 **Matching funds.**

(a) *In general.* Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

EXHIBIT "B"

funds applies to Federal programs where Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from other Federal or non-Federal funds.

(b) *Secondary recipients.* The prohibition of paragraph (a) of this section applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient may constitute a violation by the recipient government and the penalty provided by paragraph (f) of this section may be imposed on the recipient government.

(c) *Certification required.* Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.* No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.* No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds, plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.41.

§ 51.41 Permissible expenditures for local governments.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.* The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt,

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section,

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.* In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.42 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project costing in excess of $2,000.00 and of which 25 percent or more of the cost is paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable, the recipient government must ascertain the U.S. Department of Labor wage rate determination for each intended project and insure that the wage rates and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act. Wage rate determinations may be obtained by filing a Standard Form 308 with the Employment Standards Administration of the applicable regional office of the U.S. Department of Labor at least 30 days before the invitation for bids or in case of construction covered by general wage rate determinations, the appropriate rate may be obtained from the FEDERAL REGISTER.

(c) *Government employees.* A recipient government which employs individuals whose wages are paid in whole or in part from entitlement funds must pay wages which are not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer. However, this subsection shall apply with respect to employees in any category only if 25 percent or more of the wages of all employees of the recipient government in such category are paid from the trust fund established by it under § 51.70(a).

§ 51.43 Restriction on expenditures by Indian tribes and Alaskan native villages.

Indian tribes and Alaskan native villages as defined in § 51.2 are required to expend entitlement funds only for the benefit of members of the tribe or village residing in the county area from which the allocation of entitlement funds was originally made. Expenditures which are

so as material will not constitute [illegible] to comply [illegible] Part [illegible]

Subpart E—Nondiscrimination in Programs Funded with Entitlement Funds

§ 51.50 Purpose.

The purpose of this subpart is to effectuate section 122 of the Act to the end that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

§ 51.51 Definitions.

Unless the context requires otherwise, as used in this subpart, the term:

(a) "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein.

(b) "Funded" means that entitlement funds have been made available for expenditure in a designated program or activity through legislative action.

(c) "Program or activity" means any function conducted by an identifiable administrative unit of the recipient government, or by any other unit of government or private contractor receiving entitlement funds from the recipient government.

§ 51.52 Discrimination prohibited.

(a) *General.* No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government shall not, under any program or activity to which the regulations of this subpart apply, directly or through contractual or other arrangements, on the ground of race, color, national origin, or sex:

(i) Deny any service or other benefit provided.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others.

(iii) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(vi) Deny any person an opportunity to participate in a program or activity as an employee.

(vii) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of:

(i) Subjecting individuals to discrimination on the basis of race, color, national origin, or sex.

(ii) Perpetuating the results of past discriminatory practices.

(iii) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(3) A recipient government may not, with respect to any program or activity to which this subpart applies, make selections of site or location of facilities which have the effect of:

(i) Excluding individuals from such facilities.

(ii) Denying the individuals the benefits of such facilities.

(iii) Subjecting individuals using the facilities to discrimination on the ground of race, color, national origin, or sex.

(4) Recipient governments are encouraged to take action with entitlement funds to ameliorate an imbalance in services or facilities provided to any geographic area or specific group in order to overcome the effects of prior discriminatory practice or usage. If entitlement funds are allocated to a program or activity which currently provides an imbalance of services or facilities to persons protected by this subpart, then such imbalance must be ameliorated.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

§ 51.53 Employment.

(a) *Employment practices.* In any program or activity funded in whole or in part with entitlement funds, a recipient government may not (directly or indirectly through contractual or other arrangements) subject any individual to discrimination on the ground of race, color, national origin, or sex in its employment practices. These practices include recruitment, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

(b) *Employee selection procedures.* The Equal Employment Opportunity Commission, in carrying out its responsibilities in ensuring compliance with title VII of the Civil Rights Act of 1964, has published Guidelines on Employee Selection Procedures (29 CFR Part 1607) to assist in establishing and maintaining equal employment opportunities. Among other things, these Guidelines forbid the use of employee selection practices, procedures, and devices (such as tests, minimum educational levels, and the like) which disqualify a disproportionate number of minority individuals or women for employment and which are not related to job performance. Recipient governments using selection procedures which are not in conformity with the EEOC Guidelines shall, upon request of the Secretary, set forth the reasons for any such nonconformity, and, if necessary, the actions the recipient government is taking or will take to assure that its selection procedures are job related.

(c) *Self-evaluation.* Recipient governments are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection, or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals or women.

(d) *Employment compliance reviews.* Compliance reviews of recipient governments will be scheduled by the Office of Revenue Sharing, giving priority to any recipient government programs funded with entitlement funds which show a significant disparity between the percentage of minority persons or women in the work force and the percentage of minority or women employees in the applicable programs.

§ 51.54 Sex discrimination.

(a) *General.* No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in recruitment, hiring, or employment, whether full-time or part-time, under any program or activity funded in whole or in part with entitlement funds.

(b) *Recruitment and advertisement.* (1) Recipient governments engaged in recruiting activity must recruit employees of both sexes for all jobs.

(2) Advertisement in newspapers and other media for employment must not express a sex preference. The placement of an advertisement in columns headed "Male" or "Female" will be considered to be a discriminatory limitation.

(3) A recipient government shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such recruitment has the effect of discriminating on the basis of sex.

(c) *Job policies and practices.* (1) Employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform.

(2) Recipient governments must not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. It shall be an unlawful employment practice for an employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex. It shall be an unlawful employment practice for an employer to provide for both unequal benefits and unequal contributions in the areas of insurance, pension or retirement plans, welfare or other fringe benefits programs. Further, it shall be an unlawful employment practice for an employer to provide for either unequal benefits or unequal contributions in such areas unless such unequal benefits or unequal contributions are directly related to actuarial differences. Proof of such ac-

[illegible] differences shall be provided by the recipient government upon the request of the Secretary, in the areas of insurance, pensions, wages or salaries and other fringe benefits, it shall be an unlawful employment practice for a recipient government to make available benefits for the wives and families of male employees where the same benefits are not made available for the wives and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees which are not made available for male employees.

(3) Any distinction between married males and married females and any distinction between unmarried males and unmarried females will be considered to be a distinction made on the basis of sex. Similarly, a recipient government must not deny employment to women with young children unless it has the same exclusionary policies for men; or terminate an employee of one sex in a particular job classification upon reaching a certain age unless the same rule is applicable to persons of the opposite sex.

(4) A recipient government may not refuse to hire men or women, or deny men or women a particular job because there are no separate restrooms or other separate facilities. The recipient government's policies and practices must assure that appropriate facilities are available for use by both sexes.

(5) Recipient governments may not deny any employee the right to any job, which the employee is qualified to perform, in reliance upon a State "protective" law that does not apply equally to both sexes.

(6) A recipient government shall not:

(i) Classify a job as being for males or for females.

(ii) Maintain or establish separate lines of progression, seniority lists, career ladders, tenure, systems, position descriptions or job requirements which are based on sex or which classify persons on the basis of sex.

(d) *Marital or parental status.* In any program or activity funded in whole or in part with entitlement funds:

(1) *Family status.* A recipient government shall not treat an employee or applicant for employment differently on the basis of sex in any employment action or policy because of the employee's or applicant's marital status or status as a parent. Such action may also not be taken with respect to pregnancy unless the recipient government can demonstrate that the pregnancy of the individual concerned prevents adequate job performance by that individual. In no event may a recipient government have a policy or take an action which benefits a person because of his or her status as head of household or principal family wage earner.

(2) *Pregnancy as a temporary disability.* A recipient government shall treat any temporary disability arising from pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner as it treats any other temporary disability for all job related purposes. The term "job related purposes" includes commencement, duration and extension of leave, payment of disability income, reinstatement or termination of employment, retirement pay rate and position, fringe benefits, accrual of seniority or other benefit of service, and promotion.

(e) *Sex as a bona fide occupational qualification.* Nothing in these regulations shall prohibit the hiring of employees of one sex if sex is a bona fide occupational qualification. A bona fide occupational qualification is only allowed where there is a reasonable factual basis to believe that all, or substantially all, of one sex are unable to perform the job in question. Further, the burden of demonstrating that sex is a bona fide occupational qualification for a given job rests on the recipient government.

§ 51.55 Assurances required.

(a) *General.* In order to qualify for any payment for any entitlement period, each Governor of a State or each chief executive officer of a unit of local government shall, prior to the beginning of each entitlement period, execute to the satisfaction of the Secretary an assurance that all programs to be funded in whole or in part with entitlement funds will be conducted in compliance with the requirements of this subpart. Assurances required under this paragraph shall be submitted pursuant to § 51.10(b) and shall be in such form and detail as prescribed by the Secretary.

(b) *Failure to comply.* Any recipient government which fails to comply with paragraph (a) of this section shall have its entitlement payments withheld for the applicable entitlement period. Any recipient government to which a determination of noncompliance with paragraph (a) of this section has been made shall be entitled to notice and opportunity for hearing. However, notwithstanding § 51.59, no payments shall be made for the applicable entitlement period pending the outcome of such hearing.

§ 51.56 Compliance information and reports.

(a) *Access to sources of information.* Each recipient government shall permit access by authorized representatives of the Office of Revenue Sharing and Department of Justice during normal business hours to such of its facilities, books, records, accounts, personnel, and other sources of information as may be relevant to a determination of whether the recipient government is complying with this subpart. Where any information required of a recipient government is in the exclusive possession of any other agency, institution, or person, and such agency, institution, or person fails or refuses to furnish this information, the recipient government shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(b) *Compliance reports.* Each recipient government shall keep such records and submit on request of the Secretary timely, complete and accurate compliance reports at such times, in such form, and containing such information, as the Secretary may determine to be necessary or useful to enable the Office of Revenue Sharing to ascertain whether the recipient government has complied or is complying with this subpart. Recipient governments shall make available on request of Office of Revenue Sharing officials, racial, ethnic, male/female, and national origin data showing the extent to which minorities and females are or will be beneficiaries of entitlement funds. In the case of any program under which a primary recipient government extends or will extend entitlement funds to any other secondary recipient, such secondary recipient shall submit such compliance reports to the primary recipient as may be necessary or useful to enable the primary recipient to carry out its obligations as a recipient government under this subpart. Each recipient government shall identify, on request of the Office of Revenue Sharing, any State or local agency which has been legally authorized to monitor its civil rights compliance activities.

§ 51.57 Complaints and investigations.

(a) *Complaints.* Any person who believes anyone has been subjected to discrimination prohibited by this subpart, may personally or by a representative file with the Secretary a written statement setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this subpart.

(b) *Investigations.* The Secretary shall advise the chief executive officer of the recipient government of any complaint received pursuant to paragraph (a). If the Secretary has reason to believe that the complaint shows that a recipient government has failed to comply with the provisions of this subpart, he will cause a prompt investigation to be made by the Office of Revenue Sharing, or other appropriate Federal or State agency, of the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government.

§ 51.58 Compliance reviews and affirmative action.

(a) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this subpart and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(b) *Affirmative action.* Any recipient government which has been determined to be in violation of this subpart must take reasonable steps to remove or overcome the consequences of such discrimination where a practice or usage has in purpose or effect tended to exclude individuals from participation in, deny

thing the benefits of, or subject them to discrimination under any program or activity to which this subpart applies on the ground of race, color, religion, national origin or sex. The Secretary will, in making of noncompliance, determine the steps necessary to remove the noncompliance and will determine a timetable for implementing those steps.

§ 51.59 Procedure for effecting compliance.

(a) *General.* Whenever the Secretary determines that a recipient government has failed to comply with this subpart, he shall notify the chief executive officer of the recipient government and the Governor of the State in which the government is located of the noncompliance and shall request the Governor to secure compliance. If, within a reasonable period of time not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(1) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted;

(2) To initiate an administrative hearing pursuant to the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or

(3) To take such other action as may be provided by law.

(b) *Administrative hearing.* An order of an administrative law judge to withhold temporarily, to repay, or to forfeit entitlement funds will not become effective until:

(1) There has been an express finding on the record, after notice and opportunity for hearing, of a failure to comply with a requirement of this subpart.

(2) At least 10 days have elapsed from the date of the order of the administrative law judge. During this period additional efforts will be made to assist the recipient government to comply with this subpart and to take appropriate corrective action.

(3) Thirty days have elapsed after the Secretary has filed with the Committees on Government Operations of the House of Representatives and the Committees on Finance of the Senate a full written report of the circumstances and the grounds for such action. The time limitation of subparagraphs (2) and (3) can run concurrently.

(4) The Secretary has notified the recipient government that, in addition to whatever sanctions have been imposed by the administrative law judge, the Office of Revenue Sharing shall withhold payment of all entitlement funds until such time as the recipient government complies with the order of the administrative law judge. Further, the amount of the forfeiture or repayment of entitlement funds, if any, will be limited to the program or activity in which the noncompliance has been found. Such funds shall be collected by a downward adjustment to future entitlement payments and will be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require payment of such amount to the United States.

(c) *Withholding pursuant to court action.* The Secretary may immediately withhold the payment of entitlement funds to a recipient government pending the entry of an affirmative action order by a Federal court if:

(1) A violation of the nondiscrimination provision of this subpart or the Act (Sec. 122) was alleged in the complaint before the court;

(2) The court finds that the recipient government has violated the nondiscrimination provision of this subpart or the Act; and

(3) The question of withholding has not been resolved by the court.

(d) *Action by Attorney General.* Nothing in these regulations is intended to preclude the United States, in a civil action initiated by the Attorney General of the United States pursuant to § 122 (c) of the Act, from seeking, or a court from granting, an order to require the repayment of funds previously paid under the Act, or an order that the payment of funds under the Act be terminated or withheld. In addition, the Secretary may initiate the procedure provided for in paragraph (a)(2) of this section against a recipient government which has been named as a defendant in such civil action if it is the Secretary's judgment, after consultation with the Attorney General, that an administrative withholding of entitlement funds is an appropriate measure to ensure compliance with this subpart.

§ 51.60 Hearing procedures.

Whenever a procedure which requires notice and opportunity for a hearing is invoked by the Secretary to effect compliance under this subpart, the procedural regulations promulgated in subpart G of this part shall govern.

§ 51.61 Jurisdiction over property.

The Office of Revenue Sharing shall have jurisdiction over any program or activity for purposes of this subpart for as long as a recipient government retains ownership or possession of any real or personal property or any interest therein, which was purchased in whole or in part with entitlement funds for the applicable program or activity. Further, if such property is transferred to another party, the Office of Revenue Sharing will retain jurisdiction over the recipient government for purposes of this subpart for as long as the property is used to provide benefits similar to those which were provided by the property before the transfer.

§ 51.62 Delegation.

The Secretary may assign to officials of the Department, officials of other departments or agencies of the Federal government, or officials of State agencies, responsibilities and authority to effectuate the purposes of this section including the achievement of effective coordination within the executive branch in the implementation of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 2000e). Such delegation shall be made only with the consent of the affected departments and agencies, and in no event will the Secretary delegate authority to review the initial decision of an administrative law judge to officials outside the Department.

Subpart F—Fiscal Procedures and Auditing

§ 51.70 Procedures applicable to the use of funds.

A recipient government which receives entitlement funds under the Act shall:

(a) Establish a trust fund and deposit all entitlement funds received and all interest earned thereon in that trust fund. The trust fund may be established on the books and records as a separate set of accounts, or a separate bank account may be established.

(b) Use, obligate, or appropriate such funds within 24 months from the end of the entitlement period to which the check is applicable. Any interest earned on such funds while in the trust fund shall be used, obligated, or appropriated within 24 months from the end of the entitlement period during which the interest was received or credited. An extension of time in which to act on the funds, or interest earned thereon, must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

(c) Provide for the expenditure of entitlement funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.

(d) Maintain its fiscal accounts in a manner sufficient to:

(1) Permit the reports required by the Secretary to be prepared therefrom,

(2) Document compliance with the matching funds certification, and

(3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

The accounting for entitlement funds shall at a minimum employ the same fiscal accounting and internal audit procedures as are used with respect to expenditures from revenues derived from the recipient government's own sources.

(e) Provide to the Secretary and to the Comptroller General of the United States, on reasonable notice, access to and the right to examine such books, documents, papers or records as the Secretary may reasonably require for the purpose of reviewing compliance with the Act and the regulations of this part or, in the case of the Comptroller General, as the Comptroller General may reasonably require for the purpose of reviewing compliance and operations under the Act.

§ 51.71 Auditing and evaluation; scope of audits.

(a) *In general.* The Secretary shall provide for such auditing and evaluation as may be necessary to insure that

BL

RECEIVED
SEP 29 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP 29 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley
DEPUTY

AGREEMENT NO. 76-232

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, hereinafter called RECIPIENT.

Micro Fiched

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264), to be used in certain priority areas, including Health (31 CFR § 51.41(a)(1)(IV).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 22, 1976, COUNTY wishes to implement said proposal pursuant to Government Code § 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this Agreement, pay over to RECIPIENT, the sum of $ 8,750.00 . In addition, COUNTY shall pay the sum of $8,750.00 to RECIPIENT on three separate occasions, to wit: on October 1, 1976, on January 1, 1977 and on April 1, 1977.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the Summary of Proposal and Budget Statement attached hereto as Exhibit "A" and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer

said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and that the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

Micro Fiched

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such auditor upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

(1) Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

(2) Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

(3) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.

(4) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

(5) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

Micro Fiched

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.40, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

8. Non Discrimination:

a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

Micro Fiched

(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) Perpetuating the results of past discriminatory practices.

(c) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(9) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

9. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workment's Compensation Insurance fully covering all employees of RECIPIENT.

Micro Fiched

10. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse COUNTY for said obligation of COUNTY to the Federal Government.

11. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

12. Assignability: This agreement is not assignmable in whole or in part without the written consent of COUNTY.

Micro Fiched

13. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

14. Waiver: Any waiver by COUNTY of any default, breach, or conditions of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

15. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

16. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

17. Term: The term of this Agreement is from the date of its execution until June 30, 1977, unless otherwise terminated as provided herein.

18. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue

sharing funds unexpended by RECIPIENT as of the date of termination; provided, however, that in the event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

Micro Fiched

RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitue a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RECIPIENT:

BY _____

EXHIBIT A

Summary of Funded Proposal

Briefly describe the Agency's activities which will be funded by the County's Revenue Sharing funds: (Try not to exceed 250 words.)

East Yolo Senior Citizens Program

Micro Fiched

The Senior Citizens Program provides over 100 meals to low income elderly persons every Sunday, Tuesday and Thursday afternoon. Approximately 80 meals are served in the Broderick Unit gym and 20 or more are delivered to shut-ins. This program meets many needs of the elderly - the lonely single person who neglects to cook for himself, the person who cannot affort to prepare a hot, nourishing meal, and the person seeking socialization with others. We deliver meals to invalids and provide transportation to those unable to get to the center under their own power.

In addition to serving hot meals, other needed services are provided; we program activities around the lunches, scheduling guest speakers, slide shows, health clinics, birthday celebrations and games. In conjunction with the lunches we schedule other activities such as adult education classes .

Include a copy of the minutes of your governing board approving the submittal of Exhibits A, B, and C.

EXHIBIT A-2

Agency's Name: United Christian Centers of the Greater Sacramento Area

Agency's Address: 2620 - 21st Street

Sacramento, CA., 95818

Agency's Phone: 452-5715

Micro Fiched

Chairman of the Agency's Governing Body:

Name: Gwen Dunbar

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Executive Director of the Agency:

Name: Rev. George H. Turner

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Employee of Agency X yes ____ no If no, explain.

Agency's Status: X Non-profit If other, explain.

Agency Insurance Coverage

Broker's Name: A. Mason Blodgett and Associates

Agency:

Address: 433 California Street

San Francisco, CA., 94104

Phone: 1-800-652-1558

Name of Insuring Company: Aetna Casualty and Surety Company

Public Liability Limits: $300,000 personal injury-$50,000 propoerty damage

Agency's Employees

Micro Fiched

Agency's Employer Identification Number: 94-1509507

Number of employees who are paid for working

(a) _____ more than 40 hrs. per week

(b) 11 40 hrs. per week

(c) 29 less than 40 hrs. per week, but more than 20 hrs. per week

(d) 6 20 hours per week or less

EXHIBIT A-3

Person hold accountable for the County's Revenue Sharing Funds:

Name Board of Directors United Christian Centers, /Rev. George H. Turner

Title Executive Director

Address 2620 - 21st Street

Sacramento, CA., 95818

Phone 452-5715

Micro Fiched

Attached is a copy of the following forms:

X 1. I.R.S. Letter of Recognition for Exemption (Form L-178)

___ 2. I.R.S. Return of Organization Exempt from Income Tax (Form 990) if your gross receipts were more than $5000 last year.
****This form will be sent upon completion of June 30, 1976 year end audit/

X 3. A financial statement showing the amount of County revenue sharing fund previously received and the items for which it was expended.

___ 4. If, on June 30, 1976, previously granted County revenue sharing funds have not been spent, then indicate the amount -0- and plans for the use of the funds:

_____

_____

_____

_____

_____

_____

Exhibit A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

East Yolo Senior Citizens/United Christian Centers

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1.	$ 14714
2.	
3.	
4.	
5.	
Benefits	1804
Phones	480
Insurance	
Office Expense (supplies)	6700
Professional Services (contracted)	6230
Travel (transportation	118
Other (Identify)	
1. Postage	120
2. Occupancy	4700
3. Conferences	100
Subscriptions	34
Capitol Outlay (identify each item)	
1.	
2.	
3.	
Total Revenue Sharing Funds Allocated	$ 35000

Micro Fiched

EXHIBIT A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1. Program Director	$ 8000
2. Substitutes	2514
3. Cooks Aide	2300
4. Cooks Aide	3300
5. Donated by volunteers	1000
Benefits & payroll taxes	1804
Phones	580
Insurance	
Office Expense	100
Professional Services (contracted)	5030
Travel	118
Other (Identify)	
1. Postage	120
2. Supplies :	100
3. Occupancy	4700
4. Publications	34
[illegible]	
1. Conferences	100
2. Specific Assistance to individuals	7700
3.	
Total Revenue Sharing Funds Allocated	$ 35,000
Total Senior Citizens Budget	37,400

Micro Fiched

Attachment to Exhibit A-3

Micro Fiched

UNITED CHRISTIAN CENTERS

BOARD OF DIRECTORS MEETING
MONDAY, JULY 12, 1976

PRESENT: Brown, Adams, Ronda Smith, Brock, Jenkins, Frazier, Jee.
STAFF PRESENT: Rev. Turner, Carol Pearson

BOARD MEMBERS ABSENT: Baldwin, Bromagem, Daniel, Dunbar, Duran, Fong, Heydon, Malkasian, Murchison, McIntosh, Patterson, Poxon, Scripture, Stockdale, Townsel, Vaught, Walton, Brushwyler.

INVOCATION: Mr. Sherwood Brock

Due to a lack of quorum, the meeting began with item six.

REVENUE SHARING AWARDS

The following are a list of awards granted for our 1976/77 proposals for Yolo County.

Group Work	$ 3000
E.Y. Volunteers	15000
Sr. Citizens	35000
Transportation	15000
Multi-purpose bldg.	-0-

These amounts are the same as the 1975/76 allocations with the exception of Transportation which is increased by $12,300.

A motion was made by Mrs. Smith, seconded by Mr. Jenkins to sign the agreements with Yolo County for the above amounts.

ACTION ON INTEREST TRANSFERS

A motion was made by Mrs. Smith, seconded by Mr. Brock that all interest bearing accounts having interest earned have that interest placed in UCC restricted savings account.

NEW RE-ORGANIZATION CHART

The new re-organization chart was attached to board packets. Rev. Turner explained that all positions were opened up and all present employees were asked to apply for positions in the new structure. Rev. Turner has discussed with all employees their position in the organization.

ADJOURNMENT

Attachment to Exhibit A-3 cont'd.

KEEP

U. S. TREASURY DEPARTMENT
WASHINGTON 25

COMMISSIONER OF INTERNAL REVENUE

TJR:HTO:jl

Micro Fiched

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for [illegible] purposes.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

It will be necessary for you to file the annual return of information, Form 990-A, generally required of organizations exempt under section 501(c)(3) of the Internal Revenue Code of 1954, as you come within the exception contained in section 6033(a) of the Code.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Property, transfers, devises or bequests to or for your use are deductible for computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

Form 990 [illegible]

2 -

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Micro Fiched

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1939 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, [illegible] Area, is being advised of this action.

Very truly yours,

Chief, Rulings and
Exempt Organizations Branch

UNITED CHRISTIAN CENTERS

FINANCIAL STATEMENT
July 1, 1975-June 30, 1976
East Yolo Senior Citizens

EXPENSE

Salaries	$	16022
Benefits		0
Taxes		1774
Contract Services		6230
Supplies		6641
Telephone		493
Postage		166
Occupancy		3811
Transportation		269
Conferences		0
Subscriptions		6
Equipment		1000
Miscellaneous		108
Total Expenses	$	36520

INCOME

Yolo County Revenue Sharing	$	35000

Micro Fiched

...ment to the such State's own new taxing authority, the...ssessable amount taken into account under paragraph (a)(2). If this result...n be reduced to the extent of the...

(1) ...s not equal to the amount of the loss...ed by reason of the exercise of the...new taxing authority by such local government, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local government.

No amount shall be taken into consideration under paragraph (e)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary after the end of the State's fiscal year, on a form to be provided, the aggregate amounts transferred out of its own sources to units of local government for those entitlement periods of the State's fiscal years specified on the report:

(1) The State's own source funds.

(2) The State's total funds.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section after any judicial review shall be transferred from the Secretary's trust fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.23 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factor, of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local governments; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 90 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.29 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.30 Adjustment of maximum and minimum per capita entitlement, 145 percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(c)(2)(A) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent of two-thirds of the amount allocated to the State under section 108 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 108 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and [illegible]

(c) *One hundred percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.40 Matching funds.

(a) *In general.* Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or duplicating local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

EXHIBIT "B"

funds for any Federal programs where funds are required to be matched [illegible] by non-Federal funds [illegible] grants from other [illegible] Federal funds.

(b) *Exceptions.* The prohibition of paragraph (a) of this section applies to a recipient government's expenditures which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by paragraph (f) of this section shall be imposed on the recipient government.

(c) *Certification required.* Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.* No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.* No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on the use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however,* That the entitlement funds are not used to match other Federal funds: *And Provided further,* That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures for local governments.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.* The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.* In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project costing in excess of $2,000.00 and of which 25 percent or more of the cost is paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable, the recipient government must ascertain the U.S. Department of Labor wage rate determination for each intended project and insure that the wage rates and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act. Wage rate determinations may be obtained by using a Standard Form 308 with the Employment Standards Administration of the applicable regional office of the U.S. Department of Labor at least 30 days before the invitation for bids or in case of construction covered by general wage rate determinations, the appropriate rate may be obtained from the FEDERAL REGISTER.

(c) *Government employees.* A recipient government which employs individuals whose wages are paid in whole or in part from entitlement funds must pay wages which are not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer. However, this subsection shall apply with respect to employees in any category only if 25 percent or more of the wages of all employees of the recipient government in such category are paid from the trust fund established by it under § 51.70(a).

§ 51.33 Restriction on expenditures by Indian tribes and Alaskan native villages.

Indian tribes and Alaskan native villages as defined in § 51.2 are required to expend entitlement funds only for the benefit of members of the tribe or village residing in the county area from which the allocation of entitlement funds was originally made. Expenditures which are

[redacted] will not constitute a failure to [redacted] subpart.

Subpart E—Nondiscrimination in Programs Funded With Entitlement Funds

§ 51.50 Purpose.

The purpose of this subpart is to effectuate section 122 of the Act to the end that no person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

§ 51.51 Definitions.

Unless the context requires otherwise, as used in this subpart, the term:

(a) "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein.

(b) "Funded" means that entitlement funds have been made available for expenditure in a designated program or activity through legislative action.

(c) "Program or activity" means any function conducted by an identifiable administrative unit of the recipient government, or by any other unit of government or private contractor receiving entitlement funds from the recipient government.

§ 51.52 Discrimination prohibited.

(a) *General.* No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government shall not, under any program or activity to which the regulations of this subpart apply, directly or through contractual or other arrangements, on the ground of race, color, national origin, or sex:

(i) Deny any service or other benefit provided.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others.

(iii) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(vi) Deny any person an opportunity to participate in a program or activity as an employee.

(vii) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of:

(i) Subjecting individuals to discrimination on the basis of race, color, national origin, or sex.

(ii) Perpetuating the results of past discriminatory practices.

(iii) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(3) A recipient government may not, with respect to any program or activity to which this subpart applies, make selections of site or location of facilities which have the effect of:

(i) Excluding individuals from such facilities.

(ii) Denying the individuals the benefits of such facilities.

(iii) Subjecting individuals using the facilities to discrimination on the ground of race, color, national origin, or sex.

(4) Recipient governments are encouraged to take action with entitlement funds to ameliorate an imbalance in services or facilities provided to any geographic area or specific group in order to overcome the effects of prior discriminatory practice or usage. If entitlement funds are allocated to a program or activity which currently provides an imbalance of services or facilities to persons protected by this subpart, then such imbalance must be ameliorated.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

§ 51.53 Employment.

(a) *Employment practices.* In any program or activity funded in whole or in part with entitlement funds, a recipient government may not (directly or indirectly through contractual or other arrangements) subject any individual to discrimination on the ground of race, color, national origin, or sex in its employment practices. These practices include recruitment, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

(b) *Employee selection procedures.* The Equal Employment Opportunity Commission, in carrying out its responsibilities in ensuring compliance with title VII of the Civil Rights Act of 1964, has published Guidelines on Employee Selection Procedures (29 CFR Part 1607) to assist in establishing and maintaining equal employment opportunities. Among other things, these Guidelines forbid the use of employee selection practices, procedures, and devices (such as tests, minimum educational levels, and the like) which disqualify a disproportionate number of minority individuals or women for employment and which are not related to job performance. Recipient governments using selection procedures which are not in conformity with the EEOC Guidelines shall, upon request of the Secretary, set forth the reasons for any such nonconformity, and, if necessary, the actions the recipient government is taking or will take to ensure that its selection procedures are job related.

(c) *Self-evaluation.* Recipient governments are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection, or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals or women.

(d) *Employment compliance reviews.* Compliance reviews of recipient governments will be scheduled by the Office of Revenue Sharing, giving priority to any recipient government programs funded with entitlement funds which show a significant disparity between the percentage of minority persons or women in the work force and the percentage of minority or women employees in the applicable programs.

§ 51.54 Sex discrimination.

(a) *General.* No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in recruitment, hiring, or employment, whether full-time or part-time, under any program or activity funded in whole or in part with entitlement funds.

(b) *Recruitment and advertisement.* (1) Recipient governments engaged in recruiting activity must recruit employees of both sexes for all jobs.

(2) Advertisement in newspapers and other media for employment must not express a sex preference. The placement of an advertisement in columns headed "Male" or "Female" will be considered to be a discriminatory limitation.

(3) A recipient government shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such recruitment has the effect of discriminating on the basis of sex.

(c) *Job policies and practices.* (1) Employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform.

(2) Recipient governments must not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. It shall be an unlawful employment practice for an employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex. It shall be an unlawful employment practice for an employer to provide for both unequal benefits and unequal contributions in the areas of insurance, pension or retirement plans, welfare or other fringe benefits programs. Further, it shall be an unlawful employment practice for an employer to provide for either unequal benefits or unequal contributions in such areas unless such unequal benefits or unequal contributions are directly related to actuarial differences. Proof of such ac-

marital differences shall be provided by the recipient government upon the request of the Secretary. In the areas of insurance benefits, welfare programs and other fringe benefits, it shall be an unlawful employment practice for a recipient government to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees which are not made available for male employees.

(3) Any distinction between married males and married females and any distinction between unmarried males and unmarried females will be considered to be a distinction made on the basis of sex. Similarly, a recipient government must not deny employment to women with young children unless it has the same exclusionary policies for men, or terminate an employee of one sex in a particular job classification upon reaching a certain age unless the same rule is applicable to persons of the opposite sex.

(4) A recipient government may not refuse to hire men or women, or deny men or women a particular job because there are no separate restrooms or other separate facilities. The recipient government's policies and practices must assure that appropriate facilities are available for use by both sexes.

(5) Recipient governments may not deny any employee the right to any job, which the employee is qualified to perform, in reliance upon a State "protective" law that does not apply equally to both sexes.

(6) A recipient government shall not:

(i) Classify a job as being for males or for females.

(ii) Maintain or establish separate lines of progression, seniority lists, career ladders, tenure, systems, position descriptions or job requirements which are based on sex or which classify persons on the basis of sex.

(d) *Marital or parental status.* In any program or activity funded in whole or in part with entitlement funds:

(1) *Family status.* A recipient government shall not treat an employee or applicant for employment differently on the basis of sex in any employment action or policy because of the employee's or applicant's marital status or status as a parent. Such action may also not be taken with respect to pregnancy unless the recipient government can demonstrate that the pregnancy of the individual concerned prevents adequate job performance by that individual. In no event may a recipient government have a policy or take an action which benefits a person because of his or her status as head of household or principal family wage earner.

(2) *Pregnancy as a temporary disability.* A recipient government shall treat any temporary disability arising from pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner as it treats any other temporary disability for all job related purposes. The term "job related purposes" includes commencement duration and extensions of leave, payment of disability income, reinstatement or termination of employment, rehabilitation pay rate and position, fringe benefits, accrual of seniority or other benefit of service, and promotion.

(3) *Sex as a bona fide occupational qualification.* Nothing in these regulations shall prohibit the hiring of employees of one sex if sex is a bona fide occupational qualification. A bona fide occupational qualification is only allowed where there is a reasonable factual basis to believe that all, or substantially all, of one sex are unable to perform the job in question. Further, the burden of demonstrating that sex is a bona fide occupational qualification for a given job rests on the recipient government.

§ 51.55 Assurances required.

(a) *General.* In order to qualify for any payment for any entitlement period, each Governor of a State or each chief executive officer of a unit of local government shall, prior to the beginning of each entitlement period, execute to the satisfaction of the Secretary an assurance that all programs to be funded in whole or in part with entitlement funds will be conducted in compliance with the requirements of this subpart. Assurances required under this paragraph shall be submitted pursuant to § 51.10(b) and shall be in such form and detail as prescribed by the Secretary.

(b) *Failure to comply.* Any recipient government which fails to comply with paragraph (a) of this section shall have its entitlement payments withheld for the applicable entitlement period. Any recipient government to which a determination of noncompliance with paragraph (a) of this section has been made shall be entitled to notice and opportunity for hearing. However, notwithstanding § 51.59, no payments shall be made for the applicable entitlement period pending the outcome of such hearing.

§ 51.56 Compliance information and reports.

(a) *Access to sources of information.* Each recipient government shall permit access by authorized representatives of the Office of Revenue Sharing and Department of Justice during normal business hours to such of its facilities, books, records, accounts, personnel, and other sources of information as may be relevant to a determination of whether the recipient government is complying with this subpart. Where any information required of a recipient government is in the exclusive possession of any other agency, institution, or person, and such agency, institution, or person fails or refuses to furnish this information, the recipient government shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(b) *Compliance reports.* Each recipient government shall keep such records and submit on request of the Secretary timely, complete and accurate compliance reports at such times, in such form, and containing such information, as the Secretary may determine to be necessary or useful to enable the Office of Revenue Sharing to ascertain whether the recipient government has complied or is complying with this subpart. Recipient governments shall make available on request of Office of Revenue Sharing officials, racial, ethnic, male/female, and national origin data showing the extent to which minorities and females are or will be beneficiaries of entitlement funds. In the case of any program under which a primary recipient government extends or will extend entitlement funds to any other secondary recipient, such secondary recipient shall submit such compliance reports to the primary recipient as may be necessary or useful to enable the primary recipient to carry out its obligations as a recipient government under this subpart. Each recipient government shall identify, on request of the Office of Revenue Sharing, any State or local agency which has been legally authorized to monitor its civil rights compliance activities.

§ 51.57 Complaints and investigations.

(a) *Complaints.* Any person who believes anyone has been subjected to discrimination prohibited by this subpart, may personally or by a representative file with the Secretary a written statement setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this subpart.

(b) *Investigations.* The Secretary shall advise the chief executive officer of the recipient government of any complaint received pursuant to paragraph (a). If the Secretary has reason to believe that the complaint shows that a recipient government has failed to comply with the provisions of this subpart, he will cause a prompt investigation to be made by the Office of Revenue Sharing, or other appropriate Federal or State agency, of the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government.

§ 51.58 Compliance reviews and affirmative action.

(a) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this subpart and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(b) *Affirmative action.* Any recipient government which has been determined to be in violation of this subpart must take reasonable steps to remove or overcome the consequences of such discrimination where a practice or usage has in purpose or effect tended to exclude individuals from participation in, deny

them the benefits of, or subject them to discrimination under any program or activity to which this subpart applies, on the ground of race, color, national origin, or sex. The Secretary will, upon a finding of noncompliance, determine the steps necessary to remove the noncompliance and will determine a timetable for implementing these steps.

§ 51.59 *Procedure for effecting compliance.*

(a) *General.* Whenever the Secretary determines that a recipient government has failed to comply with this subpart, he shall notify the chief executive officer of the recipient government and the Governor of the State in which the government is located of the noncompliance and shall request the Governor to secure compliance. If, within a reasonable period of time not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(1) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted;

(2) To initiate an administrative hearing pursuant to the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or

(3) To take such other action as may be provided by law.

(b) *Administrative hearing.* An order of an administrative law judge to withhold temporarily, to repay, or to forfeit entitlement funds will not become effective until:

(1) There has been an express finding on the record, after notice and opportunity for hearing, of a failure to comply with a requirement of this subpart.

(2) At least 10 days have elapsed from the date of the order of the administrative law judge. During this period additional efforts will be made to assist the recipient government to comply with this subpart and to take appropriate corrective action.

(3) Thirty days have elapsed after the Secretary has filed with the Committee on Government Operations of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action. The time limitation of subparagraphs (2) and (3) can run concurrently.

(4) The Secretary has notified the recipient government that, in addition to whatever sanctions have been imposed by the administrative law judge, the Office of Revenue Sharing shall withhold payment of all entitlement funds until such time as the recipient government complies with the order of the administrative law judge. Further, the amount of the forfeiture or repayment of entitlement funds, if any, will be limited to the program or activity in which the noncompliance has been found. Such funds shall be collected by a downward adjustment to future entitlement payments and will be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require payment of such amount to the United States.

(c) *Withholding pursuant to court action.* The Secretary may immediately withhold the payment of entitlement funds to a recipient government pending the entry of an affirmative action order by a Federal court if:

(1) A violation of the nondiscrimination provision of this subpart or the Act (Sec. 122) was alleged in the complaint before the court;

(2) The court finds that the recipient government has violated the nondiscrimination provision of this subpart or the Act; and

(3) The question of withholding has not been resolved by the court.

(d) *Action by Attorney General.* Nothing in these regulations is intended to preclude the United States, in a civil action initiated by the Attorney General of the United States pursuant to § 122 (c) of the Act, from seeking, or a court from granting, an order to require the repayment of funds previously paid under the Act, or an order that the payment of funds under the Act be terminated or withheld. In addition, the Secretary may initiate the procedure provided for in paragraph (a)(2) of this section against a recipient government which has been named as a defendant in such civil action if it is the Secretary's judgment, after consultation with the Attorney General, that an administrative withholding of entitlement funds is an appropriate measure to ensure compliance with this subpart.

§ 51.60 *Hearing procedures.*

Whenever a procedure which requires notice and opportunity for a hearing is invoked by the Secretary to effect compliance under this subpart, the procedural regulations promulgated in subpart G of this part shall govern.

§ 51.61 *Jurisdiction over property.*

The Office of Revenue Sharing shall have jurisdiction over any program or activity for purposes of this subpart for as long as a recipient government retains ownership or possession of any real or personal property or any interest therein, which was purchased in whole or in part with entitlement funds for the applicable program or activity. Further, if such property is transferred to another party, the Office of Revenue Sharing will retain jurisdiction over the recipient government for purposes of this subpart for as long as the property is used to provide benefits similar to those which were provided by the property before the transfer.

§ 51.62 *Delegation.*

The Secretary may assign to officials of the Department, officials of other departments or agencies of the Federal government, or officials of State agencies, responsibilities and authority to effectuate the purposes of this section including the achievement of effective coordination within the executive branch in the implementation of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 2000e). Such delegation shall be made only with the consent of the affected departments and agencies, and in no event will the Secretary delegate authority to review the initial decision of an administrative law judge to officials outside the Department.

Subpart F—Fiscal Procedures and Auditing

§ 51.70 *Procedures applicable to the use of funds.*

A recipient government which receives entitlement funds under the Act shall:

(a) Establish a trust fund and deposit all entitlement funds received and all interest earned thereon in that trust fund. The trust fund may be established on the books and records as a separate set of accounts, or a separate bank account may be established.

(b) Use, obligate, or appropriate such funds within 24 months from the end of the entitlement period to which the check is applicable. Any interest earned on such funds while in the trust fund shall be used, obligated, or appropriated within 24 months from the end of the entitlement period during which the interest was received or credited. An extension of time in which to act on the funds, or interest earned thereon, must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

(c) Provide for the expenditure of entitlement funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.

(d) Maintain its fiscal accounts in a manner sufficient to:

(1) Permit the reports required by the Secretary to be prepared therefrom,

(2) Document compliance with the matching funds certification, and

(3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

The accounting for entitlement funds shall at a minimum employ the same fiscal accounting and internal audit procedures as are used with respect to expenditures from revenues derived from the recipient government's own sources.

(e) Provide to the Secretary and to the Comptroller General of the United States, on reasonable notice, access to and the right to examine such books, documents, papers or records as the Secretary may reasonably require for the purpose of reviewing compliance with the Act and the regulations of this part or, in the case of the Comptroller General, as the Comptroller General may reasonably require for the purpose of reviewing compliance and operations under the Act.

§ 51.71 *Auditing and evaluation; scope of audits.*

(a) *In general.* The Secretary shall provide for such auditing and evaluation as may be necessary to insure that

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AGREEMENT NO. 76-233

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, hereinafter called RECIPIENT.

W I T N E S S E T H:

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1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264), to be used in certain priority areas, including RECREATION (31 CFR § 51.41(a)(1)(v).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 22, 1976; COUNTY wishes to implement said proposal pursuant to Government Code § 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this Agreement, pay over to RECIPIENT, the sum of $ 750.00 . In addition, COUNTY shall pay the sum of $ 750.00 to RECIPIENT on three separate occasions, to wit: on October 1, 1976, on January 1, 1977 and on April 1, 1977.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the Summary of Proposal and Budget Statement attached hereto as Exhibit "A" and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer

said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and that the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

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5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such auditor upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

(1) Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

(2) Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

(3) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.

(4) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

(5) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

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6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.40, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

8. Non Discrimination:

a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

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(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) Perpetuating the results of past discriminatory practices.

(c) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(9) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

9. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workment's Compensation Insurance fully covering all employees of RECIPIENT.

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10. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse COUNTY for said obligation of COUNTY to the Federal Government.

11. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

12. Assignability: This agreement is not assignmable in whole or in part without the written consent of COUNTY.

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13. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

14. Waiver: Any waiver by COUNTY of any default, breach, or conditions of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

15. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

16. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

17. Term: The term of this Agreement is from the date of its execution until June 30, 1977, unless otherwise terminated as provided herein.

18. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue

sharing funds unexpended by RECIPIENT as of the date of termination; provided, however, that in the event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitue a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

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RECIPIENT:

BY Clifford B. Frazer

EXHIBIT A

Summary of Funded Proposal

Briefly describe the Agency's activities which will be funded by the County's Revenue Sharing funds: (Try not to exceed 250 words.)

United Christian Centers Group Work Program

The allocation of $3000 to United Christian Centers group work program will help to supplement an after school group work program at the Broderick Unit for 200 children and youth from November 1976 to May, 1977.

It will also assist 20 youth from the Broderik-Bryte area to go to a one week resident camp.

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Include a copy of the minutes of your governing board approving the submittal of Exhibits A, B, and C.

EXHIBIT A-2

Agency's Name: United Christian Centers of the Greater Sacramento Area

Agency's Address: 2620 - 21st Street

Sacramento, CA., 95818

Agency's Phone: 452-5715

Chairman of the Agency's Governing Body:

Name: Gwen Dunbar

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

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Executive Director of the Agency:

Name: Rev. George H. Turner

Address: 2620 - 21st Street

Sacramento, CA., 95818

Phone: 452-5715

Employee of Agency X (yes) ____ (no) If no, explain.

Agency's Status: X (Non-profit) If other, explain.

Agency Insurance Coverage

Broker's Name: A. Mason Blodgett and Associates

Agency:

Address: 433 California Street

San Francisco, CA., 94104

Phone: 1-800-652-1558

Name of Insuring Company: Aetna Casualty and Surety Company

Public Liability Limits: $300,000 personal injury-$50,000 property damage

Agency's Employees

Agency's Employer Identification Number: 94-1509507

Number of employees who are paid for working

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(a) _____ more than 40 hrs. per week

(b) 11 40 hrs. per week

(c) 29 less than 40 hrs. per week, but more than 20 hrs. per week

(d) 6 20 hours per week or less

EXHIBIT A-3

Person held accountable for the County's Revenue Sharing Funds:

Name Board of Directors United Christian Centers/Rev. George H. Turner

Title Executive Director

Address P.O. Box 8108

Sacramento, CA., 95818

Phone 452-5715

Attached is a copy of the following forms:

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X 1. I.R.S. Letter of Recognition for Exemption (Form L-178)

___ 2. I.R.S. Return of Organization Exempt from Income Tax (Form 990) if your gross receipts were more than $5000 last year. This form will be sent upon completion of June 30, 1976 year end audit.

___ 3. A financial statement showing the amount of County revenue sharing fund previously received and the items for which it was expended.

___ 4. If, on June 30, 1976, previously granted County revenue sharing funds have not been spent, then indicate the amount -0- and plans for the use of the funds:

EXHIBIT A-3 cont'd.

1976-77

REVENUE SHARING BUDGET

Budget Categories	Amount
Salaries (list funded positions)	(Do not include cents)
1. Recreation Aide (2)	$ 2600 (includes benefits)
2.	
3.	
4.	
5.	
Benefits	
Phones	
Insurance	
Office Expense	
Professional Services	
Travel	
Other (Identify)	
1. Resident Camping	400
2.	
3.	
Capitol Outlay (identify each item)	
1.	
2.	
3.	
Total Revenue Sharing Funds Allocated	$ 3000

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Attachment to Exhibit A-3

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UNITED CHRISTIAN CENTERS

BOARD OF DIRECTORS MEETING
MONDAY, JULY 12, 1976

PRESENT: Brown, Adams, Ronda Smith, Brock, Jenkins, Frazier, Jee.
STAFF PRESENT: Rev. Turner, Carol Pearson

BOARD MEMBERS ABSENT: Baldwin, Bromagem, Daniel, Dunbar, Duran, Fong, Heydon, Malkasian, Murchison, McIntosh, Patterson, Poxon, Scripture, Stockdale, Townsel, Vaught, Walton, Brushwyler.

INVOCATION: Mr. Sherwood Brock

Due to a lack of quorum, the meeting began with item six.

REVENUE SHARING AWARDS

The following are a list of awards granted for our 1976/77 proposals for Yolo County.

Group Work	$ 3000
E.Y. Volunteers	15000
Sr. Citizens	35000
Transportation	15000
Multi-purpose bldg.	-0-

These amounts are the same as the 1975/76 allocations with the exception of Transportation which is increased by $12,300.

A motion was made by Mrs. Smith, seconded by Mr. Jenkins to sign the agreements with Yolo County for the above amounts.

ACTION ON INTEREST TRANSFERS

A motion was made by Mrs. Smith, seconded by Mr. Brock that all interest bearing accounts having interest earned have that interest placed in UCC restricted savings account.

NEW RE-ORGANIZATION CHART

The new re-organization chart was attached to board packets. Rev. Turner explained that all positions were opened up and all present employees were asked to apply for positions in the new structure. Rev. Turner has discussed with all employees their position in the organization.

ADJOURNMENT

UNITED CHRISTIAN CENTERS

Group Work
July 1, 1975-June 30, 1976

EXPENSE		
Salaries & Benefits	$ 2000	
Toward purchase of 1975 van	1000	Micro Fiched
	$ 3000	
INCOME		
Yolo County Revenue Sharing	3000	

VERY IMPORTANT
KEEP

U. S. TREASURY DEPARTMENT
WASHINGTON 25

COMMISSIONER OF INTERNAL REVENUE

NOV 19 [illegible]

TJK:TRO:12
[illegible]

United [illegible] Bureau of the
[illegible], Inc.
2800 [illegible]
Sacramento [illegible]

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It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for [illegible] purposes.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

It will be necessary for you to file the annual return of information, Form 990A, generally required of organizations exempt under section 501(a) of the Internal Revenue Code of 1954, as you come within the classes of organizations contained in section 503(a) of the Code.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Bequests, legacies, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section [illegible] of the 1954 Code.

Form [illegible]

2 - [illegible], Inc.

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

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For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1939 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, [illegible] Office, is being advised of this action.

[illegible]

Very truly yours,

Chief, Pensions and
Exempt Organizations Branch

Form [illegible]

amounts into such State's own-source general revenue from new taxing authority, then the allowable amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary after the end of the State's fiscal year, on a form to be provided, the aggregate amounts transferred out of its own sources to units of local government for those entitlement periods on that State's fiscal years specified on the report:

(1) The State's own source funds.

(2) The State's total funds.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.28 **Optional formula.**

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 90 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.29 **Adjustment of data factors.**

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.30 **Adjustment of maximum and minimum per capita entitlement, 145 percent criterion.**

(a) *County area maximum and minimums per capita entitlement—(1) In general.* Pursuant to section 104(b) (2) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 104 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government)—(1) In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.40 **Matching funds.**

(a) *In general.* Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

EXHIBIT "B"

funds applies to Federal programs where Federal funds are required to be matched by nonFederal funds and to Federal programs which allow matching from either Federal or nonFederal funds.

(b) *Secondary recipients.* The prohibition of paragraph (a) of this section applies to a recipient government's expenditure of funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by paragraph (f) of this section shall be imposed on the recipient government.

(c) *Certification required.* Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.* No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.* No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.41.

§ 51.41 Permissible expenditures for local governments.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a)(1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.* The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.* In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.42 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project costing in excess of $2,000.00 and of which 25 percent or more of the cost is paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable, the recipient government must ascertain the U.S. Department of Labor wage rate determination for each intended project and insure that the wage rates and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act. Wage rate determinations may be obtained by filing a Standard Form 308 with the Employment Standards Administration of the applicable regional office of the U.S. Department of Labor at least 30 days before the invitation for bids and in case of construction covered by general wage rate determinations, the appropriate rate may be obtained from the FEDERAL REGISTER.

(c) *Government employees.* A recipient government which employs individuals whose wages are paid in whole or in part from entitlement funds must pay wages which are not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer. However, this subsection shall apply with respect to employees in any category only if 25 percent or more of the wages of all employees of the recipient government in such category are paid from the trust fund established by it under § 51.70(a).

§ 51.43 Restriction on expenditures by Indian tribes and Alaskan native villages.

Indian tribes and Alaskan native villages as defined in § 51.2 are required to expend entitlement funds only for the benefit of members of the tribe or village residing in the county area from which the allocation of entitlement funds was originally made. Expenditures which are

[redacted] shall not constitute [redacted] to comply [redacted] of Sub-part [redacted] part.

Subpart E—Nondiscrimination in Programs Funded with Entitlement Funds

§ 51.50 Purpose.

The purpose of this subpart is to effectuate section 122 of the Act to the end that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

§ 51.51 Definitions.

Unless the context requires otherwise, as used in this subpart, the term:

(a) "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein.

(b) "Funded" means that entitlement funds have been made available for expenditure in a designated program or activity through legislative action.

(c) "Program or activity" means any function conducted by an identifiable administrative unit of the recipient government, or by any other unit of government or private contractor receiving entitlement funds from the recipient government.

§ 51.52 Discrimination prohibited.

(a) *General.* No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government shall not, under any program or activity to which the regulations of this subpart apply, directly or through contractual or other arrangements, on the ground of race, color, national origin, or sex:

(i) Deny any service or other benefit provided.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others.

(iii) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(vi) Deny any person an opportunity to participate in a program or activity as an employee.

(vii) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of:

(i) Subjecting individuals to discrimination on the basis of race, color, national origin, or sex.

(ii) Perpetuating the results of past discriminatory practices.

(iii) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(3) A recipient government may not, with respect to any program or activity to which this subpart applies, make selections of site or location of facilities which have the effect of:

(i) Excluding individuals from such facilities.

(ii) Denying the individuals the benefits of such facilities.

(iii) Subjecting individuals using the facilities to discrimination on the ground of race, color, national origin, or sex.

(4) Recipient governments are encouraged to take action with entitlement funds to ameliorate an imbalance in services or facilities provided to any geographic area or specific group in order to overcome the effects of prior discriminatory practice or usage. If entitlement funds are allocated to a program or activity which currently provides an imbalance of services or facilities to persons protected by this subpart, then such imbalance must be ameliorated.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

§ 51.53 Employment.

(a) *Employment practices.* In any program or activity funded in whole or in part with entitlement funds, a recipient government may not (directly or indirectly through contractual or other arrangements) subject any individual to discrimination on the ground of race, color, national origin, or sex in its employment practices. These practices include recruitment, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

(b) *Employee selection procedures.* The Equal Employment Opportunity Commission, in carrying out its responsibilities in ensuring compliance with title VII of the Civil Rights Act of 1964, has published Guidelines on Employee Selection Procedures (29 CFR Part 1607) to assist in establishing and maintaining equal employment opportunities. Among other things, these Guidelines forbid the use of employee selection practices, procedures, and devices (such as tests, minimum educational levels, and the like) which disqualify a disproportionate number of minority individuals or women for employment and which are not related to job performance. Recipient governments using selection procedures which are not in conformity with the EEOC Guidelines shall, upon request of the Secretary, set forth the reasons for any such nonconformity, and, if necessary, the actions the recipient government is taking or will take to assure that its selection procedures are job related.

(c) *Self-evaluation.* Recipient governments are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection, or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals or women.

(d) *Employment compliance reviews.* Compliance reviews of recipient governments will be scheduled by the Office of Revenue Sharing, giving priority to any recipient government programs funded with entitlement funds which show a significant disparity between the percentage of minority persons or women in the work force and the percentage of minority or women employees in the applicable programs.

§ 51.54 Sex discrimination.

(a) *General.* No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in recruitment, hiring, or employment, whether full-time or part-time, under any program or activity funded in whole or in part with entitlement funds.

(b) *Recruitment and advertisement.* (1) Recipient governments engaged in recruiting activity must recruit employees of both sexes for all jobs.

(2) Advertisement in newspapers and other media for employment must not express a sex preference. The placement of an advertisement in columns headed "Male" or "Female" will be considered to be a discriminatory limitation.

(3) A recipient government shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such recruitment has the effect of discriminating on the basis of sex.

(c) *Job policies and practices.* (1) Employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform.

(2) Recipient governments must not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. It shall be an unlawful employment practice for an employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex. It shall be an unlawful employment practice for an employer to provide for both unequal benefits and unequal contributions in the areas of insurance, pension or retirement plans, welfare or other fringe benefits programs. Further, it shall be an unlawful employment practice for an employer to provide for either unequal benefits or unequal contributions in such areas unless such unequal benefits or unequal contributions are directly related to actuarial differences. Proof of such ac-

annual allowances shall be provided by the recipient government upon the request of the Secretary. In the areas of insurable pensions, welfare programs and other fringe benefits, it shall be an unlawful employment practice for a recipient government to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees, which are not made available for male employees.

(3) Any distinction between married males and married females and any distinction between unmarried males and unmarried females will be considered to be a distinction made on the basis of sex. Similarly, a recipient government must not deny employment to women with young children unless it has the same exclusionary policies for men; or terminate an employee of one sex in a particular job classification upon reaching a certain age unless the same rule is applicable to persons of the opposite sex.

(4) A recipient government may not refuse to hire men or women, or deny men or women a particular job because there are no separate restrooms or other separate facilities. The recipient government's policies and practices must assure that appropriate facilities are available for use by both sexes.

(5) Recipient governments may not deny any employee the right to any job, which the employee is qualified to perform, in reliance upon a State "protective" law that does not apply equally to both sexes.

(6) A recipient government shall not:

(i) Classify a job as being for males or for females.

(ii) Maintain or establish separate lines of progression, seniority lists, career ladders, tenure, systems, position descriptions or job requirements which are based on sex or which classify persons on the basis of sex.

(d) *Marital or parental status.* In any program or activity funded in whole or in part with entitlement funds:

(1) *Family status.* A recipient government shall not treat an employee or applicant for employment differently on the basis of sex in any employment action or policy because of the employee's or applicant's marital status or status as a parent. Such action may also not be taken with respect to pregnancy unless the recipient government can demonstrate that the pregnancy of the individual concerned prevents adequate job performance by that individual. In no event may a recipient government have a policy or take an action which benefits a person because of his or her status as head of household or principal family wage earner.

(2) *Pregnancy as a temporary disability.* A recipient government shall treat any temporary disability arising from pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner as it treats any other temporary disability for all job related purposes. The term "job related purposes" includes commencement, duration and extensions of leave, payment of disability income, reinstatement on termination of employment, reinstatement pay rate and position, fringe benefits, accrual of seniority or other benefit of service, and promotion.

(e) *Sex as a bona fide occupational qualification.* Nothing in these regulations shall prohibit the hiring of employees of one sex if sex is a bona fide occupational qualification. A bona fide occupational qualification is only allowed where there is a reasonable factual basis to believe that all, or substantially all, of one sex are unable to perform the job in question. Further, the burden of demonstrating that sex is a bona fide occupational qualification for a given job rests on the recipient government.

§ 51.55 Assurances required.

(a) *General.* In order to qualify for any payment for any entitlement period, each Governor of a State or each chief executive officer of a unit of local government shall, prior to the beginning of each entitlement period, execute to the satisfaction of the Secretary an assurance that all programs to be funded in whole or in part with entitlement funds will be conducted in compliance with the requirements of this subpart. Assurances required under this paragraph shall be submitted pursuant to § 51.10(b) and shall be in such form and detail as prescribed by the Secretary.

(b) *Failure to comply.* Any recipient government which fails to comply with paragraph (a) of this section shall have its entitlement payments withheld for the applicable entitlement period. Any recipient government to which a determination of noncompliance with paragraph (a) of this section has been made shall be entitled to notice and opportunity for hearing. However, notwithstanding § 51.59, no payments shall be made for the applicable entitlement period pending the outcome of such hearing.

§ 51.56 Compliance information and reports.

(a) *Access to sources of information.* Each recipient government shall permit access by authorized representatives of the Office of Revenue Sharing and Department of Justice during normal business hours to such of its facilities, books, records, accounts, personnel, and other sources of information as may be relevant to a determination of whether the recipient government is complying with this subpart. Where any information required of a recipient government is in the exclusive possession of any other agency, institution, or person, and such agency, institution, or person fails or refuses to furnish this information, the recipient government shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(b) *Compliance reports.* Each recipient government shall keep such records and submit on request of the Secretary timely, complete and accurate compliance reports at such times, in such form, and containing such information, as the Secretary may determine to be necessary or useful to enable the Office of Revenue Sharing to ascertain whether the recipient government has complied or is complying with this subpart. Recipient governments shall make available on request of Office of Revenue Sharing officials, racial, ethnic, male/female, and national origin data showing the extent to which minorities and females are or will be beneficiaries of entitlement funds. In the case of any program under which a primary recipient government extends or will extend entitlement funds to any other secondary recipient, such secondary recipient shall submit such compliance reports to the primary recipient as may be necessary or useful to enable the primary recipient to carry out its obligations as a recipient government under this subpart. Each recipient government shall identify, on request of the Office of Revenue Sharing, any State or local agency which has been legally authorized to monitor its civil rights compliance activities.

§ 51.57 Complaints and investigations.

(a) *Complaints.* Any person who believes anyone has been subjected to discrimination prohibited by this subpart, may personally or by a representative file with the Secretary a written statement setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this subpart.

(b) *Investigations.* The Secretary shall advise the chief executive officer of the recipient government of any complaint received pursuant to paragraph (a). If the Secretary has reason to believe that the complaint shows that a recipient government has failed to comply with the provisions of this subpart, he will cause a prompt investigation to be made by the Office of Revenue Sharing, or other appropriate Federal or State agency, of the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government.

§ 51.58 Compliance reviews and affirmative action.

(a) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this subpart and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(b) *Affirmative action.* Any recipient government which has been determined to be in violation of this subpart must take reasonable steps to remove or overcome the consequences of such discrimination where a practice or usage has in purpose or effect tended to exclude individuals from participation in, deny

them the benefits of, or subject them to discrimination under any program or activity to which this subpart applies on the ground of race, color, national origin, or sex, this State Agency will, upon a finding of noncompliance, determine the appropriate steps necessary to remove the noncompliance and will determine a timetable for implementing those steps.

§ 51.59 *Procedure for effecting compliance.*

(a) *General.* Whenever the Secretary determines that a recipient government has failed to comply with this subpart, he shall notify the chief executive officer of the recipient government and the Governor of the State in which the government is located of the noncompliance and shall request the Governor to secure compliance. If, within a reasonable period of time not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(1) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted;

(2) To initiate an administrative hearing pursuant to the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or

(3) To take such other action as may be provided by law.

(b) *Administrative hearing.* An order of an administrative law judge to withhold temporarily, to repay, or to forfeit entitlement funds will not become effective until:

(1) There has been an express finding on the record, after notice and opportunity for hearing, of a failure to comply with a requirement of this subpart.

(2) At least 10 days have elapsed from the date of the order of the administrative law judge. During this period additional efforts will be made to assist the recipient government to comply with this subpart and to take appropriate corrective action.

(3) Thirty days have elapsed after the Secretary has filed with the Committee on Government Operations of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action. The time limitation of subparagraphs (2) and (3) can run concurrently.

(4) The Secretary has notified the recipient government that, in addition to whatever sanctions have been imposed by the administrative law judge, the Office of Revenue Sharing shall withhold payment of all entitlement funds until such time as the recipient government complies with the order of the administrative law judge. Further, the amount of the forfeiture or repayment of entitlement funds, if any, will be limited to the program or activity in which the noncompliance has been found. Such funds shall be collected by a downward adjustment to future entitlement payments and will be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require payment of such amount to the United States.

(c) *Withholding pursuant to court action.* The Secretary may immediately withhold the payment of entitlement funds to a recipient government pending the result of an affirmative action order by a Federal court if:

(1) A violation of the nondiscrimination provision of this subpart or the Act (Sec. 122) was alleged in the complaint before the court,

(2) The court finds that the recipient government has violated the nondiscrimination provision of this subpart or the Act, and

(3) The question of withholding has not been resolved by the court.

(d) *Action by Attorney General.* Nothing in these regulations is intended to preclude the United States, in a civil action initiated by the Attorney General of the United States pursuant to § 122 (c) of the Act, from seeking, or a court from granting, an order to require the repayment of funds previously paid under the Act, or an order that the payment of funds under the Act be terminated or withheld. In addition, the Secretary may initiate the procedure provided for in paragraph (a)(2) of this section against a recipient government which has been named as a defendant in such civil action if it is the Secretary's judgment, after consultation with the Attorney General, that an administrative withholding of entitlement funds is an appropriate measure to ensure compliance with this subpart.

§ 51.60 *Hearing procedures.*

Whenever a procedure which requires notice and opportunity for a hearing is invoked by the Secretary to effect compliance under this subpart, the procedural regulations promulgated in subpart G of this part shall govern.

§ 51.61 *Jurisdiction over property.*

The Office of Revenue Sharing shall have jurisdiction over any program or activity for purposes of this subpart for as long as a recipient government retains ownership or possession of any real or personal property or any interest therein, which was purchased in whole or in part with entitlement funds for the applicable program or activity. Further, if such property is transferred to another party, the Office of Revenue Sharing will retain jurisdiction over the recipient government for purposes of this subpart for as long as the property is used to provide benefits similar to those which were provided by the property before the transfer.

§ 51.62 *Delegation.*

The Secretary may assign to officials of the Department, officials of other departments or agencies of the Federal government, or officials of State agencies, responsibilities and authority to effectuate the purposes of this section including the achievement of effective coordination within the executive branch in the implementation of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 2000e). Such delegation shall be made only with the consent of the affected departments and agencies, and in no event will the Secretary delegate authority to review the initial decision of an administrative law judge to officials outside the Department.

Subpart F—Fiscal Procedures and Auditing

§ 51.70 *Procedures applicable to the use of funds.*

A recipient government which receives entitlement funds under the Act shall:

(a) Establish a trust fund and deposit all entitlement funds received and all interest earned thereon in that trust fund. The trust fund may be established on the books and records as a separate set of accounts, or a separate bank account may be established.

(b) Use, obligate, or appropriate such funds within 24 months from the end of the entitlement period to which the funds is applicable. Any interest earned on such funds while in the trust fund shall be used, obligated, or appropriated within 24 months from the end of the entitlement period during which the interest was received or credited. An extension of time in which to act on the funds, or interest earned thereon, must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

(c) Provide for the expenditure of entitlement funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.

(d) Maintain its fiscal accounts in a manner sufficient to:

(1) Permit the reports required by the Secretary to be prepared therefrom,

(2) Document compliance with the matching funds certification, and

(3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

The accounting for entitlement funds shall at a minimum employ the same fiscal accounting and internal audit procedures as are used with respect to expenditures from revenues derived from the recipient government's own sources.

(e) Provide to the Secretary and to the Comptroller General of the United States, on reasonable notice, access to and the right to examine such books, documents, papers or records as the Secretary may reasonably require for the purpose of reviewing compliance with the Act and the regulations of this part or, in the case of the Comptroller General, as the Comptroller General may reasonably require for the purpose of reviewing compliance and operations under the Act.

§ 51.71 *Auditing and evaluation; scope of audits.*

(a) *In general.* The Secretary shall provide for such auditing and evaluation as may be necessary to insure that

RECEIVED
NOV - 8 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV - 8 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

AGREEMENT NO. 76-234

(Agreement to Provide Transportation for the Mentally Disordered)

THIS AGREEMENT executed this 7th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and United Christian Centers of the Greater Sacramento Area, a non-profit corporation, hereinafter designated as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to provide transportation services to certain patients of its Mental Health Services, hereinafter referred to as SERVICE.

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2. CONTRACTOR has vehicles and drivers available to provide transportation services.

3. CONTRACTOR agrees to provide such services for COUNTY in the manner described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services.

A. CONTRACTOR agrees to provide to COUNTY during the term of this Agreement round trip vehicular transportation for individuals designated by COUNTY. Said transportation shall be from each such individual's home to the Yolo County Sheltered Workshop, and return.

B. CONTRACTOR agrees to comply with all licensing and permit requirements of the State of California or COUNTY, and to guarantee that all driver-employees of CONTRACTOR will obtain all licenses required by the State of California.

C. CONTRACTOR agrees to provide appropriate vehicles for the purposes hereindescribed, and to maintain same in a safe condition, complying with all State laws. If a vehicle is not safe or does not comply with State law, CONTRACTOR agrees to cease its use until the defect is corrected.

////////////

D. CONTRACTOR agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by COUNTY. Such records shall be maintained for at least four (4) years.

E. CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement. CONTRACTOR agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

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2. Payments.

A. COUNTY shall pay CONTRACTOR for the transportation provided pursuant to Subparagraph "A" next above, at the rate of twenty cents ($.20) per mile per individual based upon the shortest distance between points of departure and return.

B. The maximum payments from COUNTY to CONTRACTOR during the term of this Agreement shall be a sum not to exceed four thousand DOLLARS ($ 4,000). Such payments shall be made upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE setting forth a description of the services rendered.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor an employee of COUNTY, nor shall they be construed to be so.

4. Liability. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for

bodily injury or death of one person, $350,000 bodily injury or death for more than one person per occurrence, $50,000 property damages and $400,000 total maximum coverage, specifically naming COUNTY as an insured for all purposes thereunder. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

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6. Term. This Agreement shall commence on July 1, 1976, and shall terminate on June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

United Christian Centers of the Greater Sacramento Area
East Yolo Transportation
110 Sixth Street
Broderick, California 95605

7. Community Services Systems Manual. CONTRACTOR agrees with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

8. Other Agreements. This Agreement supersedes any other Agreements, oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

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UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, a non-profit corporation

BY _____
Executive Director

BY _____
President

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

Exhibit A

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is granted only on Department approved contracts. The requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

BK

FILED

OCT - 4 1976

LAURENCE P. HENIGAN, Clerk
By Debra E. Corley
DEPUTY

AGREEMENT NO. 76-235

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 1976, by and between TMT Earth Moving Equipment

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Bryte Avenue and Vicinity Storm Drain Improvements in Bryte, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Bryte Avenue and Vicinity Storm Drain Improvements,

Department of Housing and Urban Development, Community Development Block Grant

(Plan Index No. 200.047-200.053) (WO #1523)

Approved July 27, 1976 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

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ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth: and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Clearing and Grubbing	Lump Sum	$22,000.00	$22,000.00
2.	Aggregate Subbase (Class 1)	350 Ton	5.50	1,925.00
3.	Asphalt Concrete (Type B)	150 Ton	16.00	2,400.00
4.	Storm Drain Inlet (Type C)	4 Ea	500.00	2,000.00
5.	Standard Manhole (Type A)	6 Ea	1,000.00	6,000.00
6.	15" R.C.P. (Class III)	76 LF	8.00	608.00
7.	18" R.C.P. (Class III)	4 LF	12.50	50.00
8.	21" R.C.P. (Class III)	410 LF	18.00	7,380.00
9.	36" R.C.P. (Class III)	1,320 LF	20.00	26,400.00
		TOTAL		$68,763.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel) Deputy

COUNTY OF YOLO

BY _____
Chairman of the Board of
Supervisors 9-28-76

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy

BY T.M.T Earth Moving Equip.
8304 Palladay Road
ElVerta, Calif. 95626

Troy M. Thomas
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 292611.

W05250

LOCAL AGENCY COUNTY OF YOLO
DATE August 17, 1976
SUPPLEMENT NO.
TO LOCAL AGENCY - STATE
AGREEMENT NO. 1

AGREEMENT NO. 76-236

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

in the

FILED
SEP - 7 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers DEPUTY

COUNTY OF YOLO
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on March 24, 1975, and is subject to all of the terms and conditions thereof.

Micro Fiched

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 76-102 approved by the ~~City~~ ~~Council~~/Board of Supervisors on September 7, 1976 (see copy attached).

COUNTY OF YOLO
Local Agency

By _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Attest: LAURENCE P. HENIGAN, Clerk

By _____ Clerk
DEPUTY

Approved for State

HEINZ HECKEROTH
Assistant Director, Highways

By _____
Chief, Office of Local Assistance

Department of Transportation

Form DH-OLA-431 (5-75)

Micro Fiched

PROGRAM

of

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

DATE: August 17, 1976 PROGRAM SUPPLEMENT NO.: 7 LOCAL AGENCY: COUNTY OF YOLO

Project No.	Location & Description	Total Cost (Est.)	Federal Funds	Matching Funds* 10%
[redacted]-000S (286)	In the County of Yolo on County Rd. 95 at Railroad Grade Xing No. AE-93.7. Install automatic gate arms and flashing light signals at Railroad Grade Xing.	$39,000	$35,100	$3,900

*Local Agency Funds unless otherwise specified

The last sentence of Part 4, Article V, of the Master Agreement for the Federal-Aid (Urban System/Safety Improvement) Program between the County of Yolo, and the State on March 24, 1975, regarding the time which project documents must be retained is superseded. Following final settlement of the project accounts with the Federal Highway Administration, such records and documents may be microfilmed at the option of LOCAL AGENCY but in any event shall be retained for a 3-year period after submission of the final voucher or a 4-year period from the date of final payment under the contract, whichever is longer.

Special Covenants or Remarks: 1. All maintenance involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by the SPT Co. at regular intervals, as required for efficient operation of the completed improvements, and in a manner satisfactory to the authorized representatives of The United States.

2. The cost of maintenance of the crossing protection shall be as allocated by Public Utilities Commission.

3. The State will administer the project.

DH-OLA-432 (7-75)

BK

COPIES
- ☐ DIVISION
- ☐ CUSTOMER
- ☐ ACCT. DEPT.
- ☐ DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

AGREEMENT TO INSTALL FACILITIES
OR PERFORM OTHER WORK

REFERENCE

W.O. 5-1857C

ARLINGTON OAKS LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY

hereinafter called Customer, has requested Pacific Gas and Electric Company, hereinafter called Pacific, to perform the hereinafter described work at Subdivision #2106 (Linden Acres #3), West Sacramento State of California.

Pacific will perform said work and furnish all necessary labor, appliances, materials and facilities required therefor, subject to the following conditions:

1. Said work shall be as follows:

(Describe hereunder in detail the materials and facilities to be furnished and/or work to be done. **For each facility installed, specifically indicate whether ownership shall vest in Pacific or Customer upon completion of work.** If more space is required use other side and attach any necessary drawings.)

Customer to pay the non-refundable amount for the installation of four (4) 175 watt mercury vapor street lights on metal poles. Such amount is determined by estimating the additional cost for each light standard served by underground wiring over a basic luminaire installation utilizing a wood pole and overhead service. Monthly payment will be in accordance with Rate Schedule LS-1A.

Micro Fiched

a)	Four 28 ft. galvanized steel poles with 6 ft. arms (#438-#441)	$348
b)	Service conductors and internal wiring	45
c)	Pole bases	288
d)	Two secondary electrical boxes installed (13 x 24)	156
	Total Payment	$837

Ownership of facilities shall vest in Pacific.

RECEIVED
FEB 10 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
FEB 10 1977
LAURENCE P. HENIGAN, Clerk
By Debrata Conley DEPUTY

2. Whenever part or all of said work is to be furnished or performed upon property other than that of Customer, Customer shall first procure from the owners thereof all rights-of-way and/or permits necessary therefor in form satisfactory to Pacific and without cost to it.

3. Customer shall immediately, upon demand by Pacific, pay to Pacific as the complete contract price hereunder the sum of Eight Hundred Thirty-seven and No/100---------- dollars ($ 837.00).

Executed this _____ day of _____, 19____

ARLINGTON OAKS LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY
Customer

By: _____
CHAIRMAN, BOARD OF SUPERVISORS
Its: COUNTY OF YOLO, STATE OF CALIFORNIA

Mail Address: 292 West Beamer Street
Woodland, CA 95695

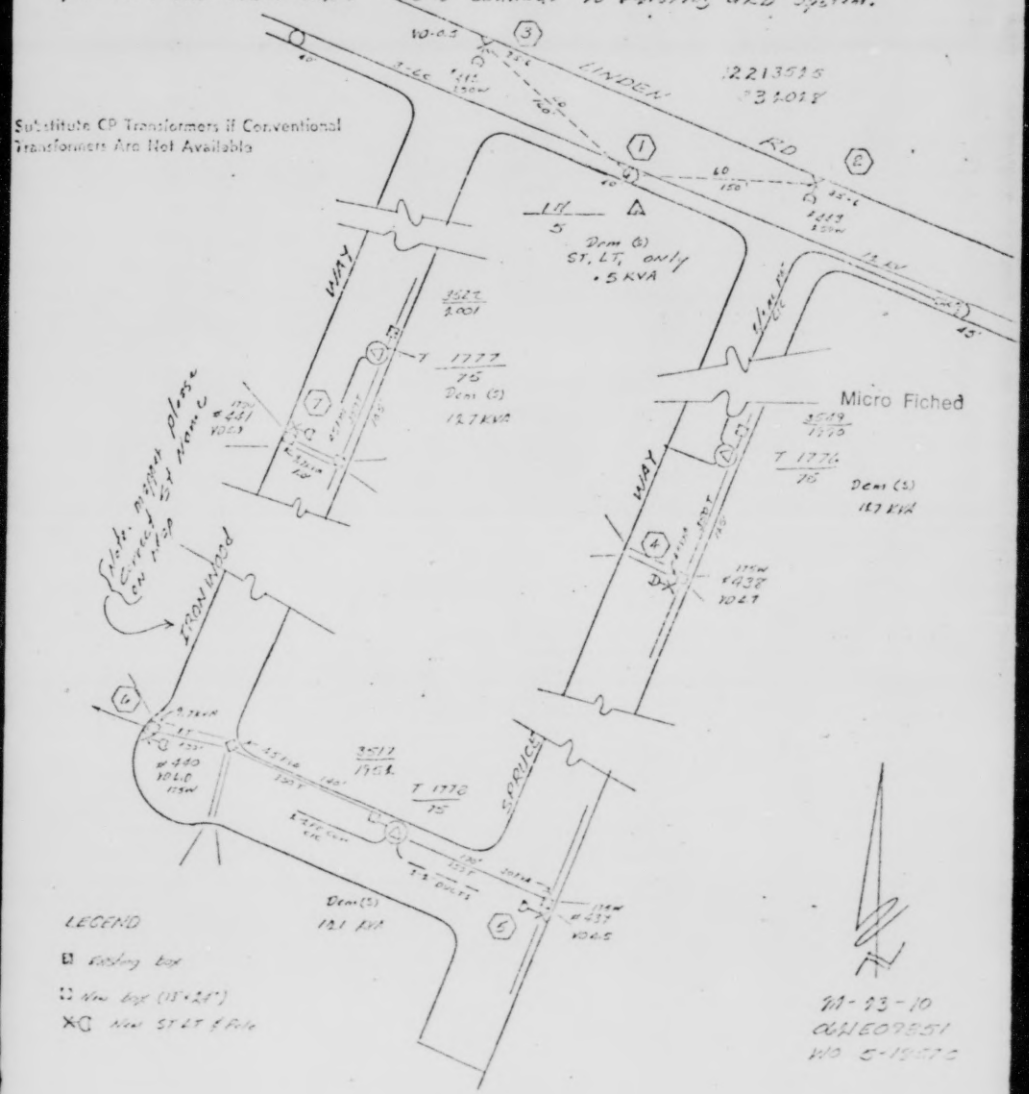
PACIFIC GAS AND ELECTRIC COMPANY

By _____
For: Manager Sacramento Division

Approved as to Form
Date 2/4/77
_____ Deputy

62-4527 REV. 1-62

To serve 6 new St. Lts. the following work is to be performed: Install 1 Stub Tap run 1 Span, 6D, Set Two 35' poles & install 2-100W ST. LTS., Place 4 field cost Revolutions, at 2 Splice boxes, Install 3 35' Street Light Poles 1#6 Cond. and 175W ST. [redacted] and Connect to existing URD System.



11-23-10
OHE0978SI
WO 5-19[illegible]

FILED

SEP 15 1976

LAURENCE P. HENIGAN, Clerk
By PETE E LUCAS
DEPUTY

AGREEMENT NO. 76- 238
(Agreement for Transportation Services)

THIS AGREEMENT made and entered into this 14th day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Keith L. Culley doing business as A-1 Yolo Ambulance Service, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to provide transportation services for certain patients of its Mental Health Services, hereinafter referred to as SERVICE.
2. CONTRACTOR is licensed to operate ambulance service in this State and meets or exceeds all operational, certification, licensing, equipment and personnel requirements of the California Vehicle Code and Article 1 of Subchapter 5 of Title 13 of the California Administrative Code.
3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services to be performed by CONTRACTOR shall include the following:
   A. Transportation of SERVICE's patients upon the oral or written request of the Program Chief of SERVICE or his designate.
   B. Attendant service during the transportation of patients when requested by SERVICE.
   C. Maintenance of a current record of each call for which an ambulance of CONTRACTOR is requested. Such record shall be maintained for a period of not less than four (4) years, and shall be available at all reasonable times for review by authorized representatives of COUNTY. Such record shall include:
      1) Date, time, and location of call and identity of person receiving same for CONTRACTOR.
      2) Identity of person requesting the service.
      3) Identification of each ambulance driver and attendant dispatched.

4) If an ambulance is not dispatched as requested, the reason therefor.

2. Payment. CONTRACTOR shall be paid in accordance with the following schedule for the services to be performed under this Agreement:

A. Transportation. Base rate of FIFTEEN DOLLARS ($15.00) plus THIRTY-FIVE CENTS ($ .35) per mile both ways.

B. Stand-by Time. TEN DOLLARS ($10.00) per hour after thirty minutes.

C. Attendant Charge. FIVE DOLLARS ($5.00) per trip within County or TWO DOLLARS ($2.00) per hour for a trip outside the County.

Micro Fiched

D. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE setting forth in detail a description of the services rendered.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement.

B. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for each person, $300,000 for each occurrence, and $50,000 for property damage, specifically designating COUNTY as an insured for all purposes.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. The body of this Agreement, together with any Exhibits attached hereto, fully expresses all understandings of the parties

concerning all matters covered and shall constitute the total Agreement. No addition to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

Micro Filmed

6. Term. This Agreement shall commence on July 1, 1976, and shall terminate on June 30, 1977. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such intention.

7. Other Agreements. This Agreement shall supersede any and all prior agreements heretofore entered into by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
AMBULANCE SERVICE

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

Book

FILED
SEP 14 1976
LAURENCE P. HERIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 76-939

(Agreement for Purchase of Real Property)

THIS AGREEMENT made and entered into this 14th day of September, 1976, by and between the COUNTY OF YOLO, State of California, a political subdivision, herein referred to as COUNTY, and J. D. STEPHENS, JR. and JEAN STEPHENS SOLOMON, individually; and the ESTATE OF J. D. STEPHENS BY J. D. STEPHENS, JR. and JEAN STEPHENS SOLOMON, AS CO-EXECUTOR AND EXECUTRIX OF SAID ESTATE, hereinafter referred to as GRANTORS,

W I T N E S S E T H:

Micro Fiched

AGREEMENTS

1. Delivery of Document. A Grant Deed, a copy of which is attached hereto and incorporated herein by this reference regarding the property conveyed, described in the above document, has been executed and delivered by GRANTORS to Jack Turold, Right of Way Agent, an employee of the County of Yolo, for the purpose of conveying to COUNTY the property described in said document.

2. Purchase Price and Title. COUNTY shall pay GRANTORS the sum of SIX HUNDRED ($600) DOLLARS for the property conveyed by the above document when title to said property vests in COUNTY free and clear of all liens, encumbrances, taxes, assessments, and leases, recorded and/or unrecorded, except

   (a) Covenants, conditions, restrictions, and reservations of record, if any; and

   (b) Easements or rights of way over the land for public or quasi-public utility or public street purposes, if any.

COUNTY shall pay all costs of escrow and recording fees incurred in this transaction, and title insurance policy

expenses. Escrow and recording costs shall not, however, include any reconveyance fees, trustees fees, forwarding fees, or penalty for any full or partial reconveyance of deed of trust or full release of any mortgage paid.

3. Proration of Taxes. Property taxes shall be prorated in accordance with Revenue & Taxation Code § 4986 as of the date of possession taken by COUNTY under the order of possession.

Micro Fiched

GRANTORS authorize COUNTY to deduct and pay from the amount of the purchase price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest, in any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the property.

4. Dismissal of Action in Eminent Domain. GRANTORS consent to the dismissal without prejudice of any eminent domain action in the Superior Court in which the above described land is included and also waives any and all claims to any money that may now be on deposit in the Superior Court in said action. This agreement is full consideration for all claims of damage that may have arisen by any such eminent domain action and/or the public project for which this property is purchased.

5. Notwithstanding any other provision of this agreement, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of any improvements thereon, commenced on September 25th, 1974; and the amount shown in Paragraph 2 above includes, but is not limited to, full payment for possession and use, including damages, if any, from said date.

6. Escrow. This transaction will be handled through an escrow with Western Title Guaranty Company, Yolo County Division,

P. O. Box 372, Woodland, California 95695, under Escrow No. 68195.

No obligations other than those explicitly set forth herein will be recognized, and none exists in fact.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

J. D. STEPHENS, JR. AND JEAN STEPHENS SOLOMON, individually, and as CO-EXECUTOR AND EXECUTRIX OF THE ESTATE OF J. D. STEPHENS

J. D. Stephens, Jr.
J. D. STEPHENS, JR.

Jean Stephens Solomon
JEAN STEPHENS SOLOMON

RECOMMENDED FOR APPROVAL BY:

_____

Micro Fiched

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of San Francisco } S.S.

On this 20th day of August 19 76, before me,
Lynn W. Teachout, a Notary Public in and for said San Mateo County,
(SEAL)
personally appeared J. D. Stephens, Jr. and Jean Stephens Solomon

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged that the y executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
LYNN W. TEACHOUT
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My comm. expires OCT 1, 1978

Lynn W. Teachout

Notary Public in and for said San Mateo County and State
My commission expires October 1, 19 78

GRANT DEED Document No. 76-29

For value received J. D. STEPHENS, JR. and JEAN STEPHENS SOLOMON, individually, and the ESTATE OF J. D. STEPHENS BY J. D. STEPHENS, JR. AND JEAN STEPHENS SOLOMON, AS CO-EXECUTOR AND EXECUTRIX OF SAID ESTATE, do(es) hereby

grant to the County of Yolo all that real property situate in the County of Yolo, State of California, described as follows:

A parcel of land being a portion of the Southwest Quarter of Section 8, Township 9 North, Range 2 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Northwest corner of said Southwest Quarter; thence South 00°26'40" West 20.00 feet along the West line of Section 8; thence North 89°51'00" East 25.00 feet to the intersection of the Southerly right of way line of County Road Number 25A with the Easterly right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE South 00°26'40" West 506.66 feet along the Easterly right of way line of County Road Number 99; thence North 10°05'33" East 101.44 feet; thence North 01°19'00" East 406.95 feet to the Southerly right of way line of County Road Number 25A; thence South 89°51'00" West 23.19 feet along said Southerly right of way line to the true point of beginning.

Micro Fiched

Containing 0.207 acres.

J. D. STEPHENS, JR. AND JEAN STEPHENS SOLOMON, individually, and as CO-EXECUTOR AND EXECUTRIX OF THE ESTATE OF J. D. STEPHENS

Dated August 20 1976

BY J. D. Stephens Jr.
J. D. STEPHENS, JR.

Jean Stephens Solomon
JEAN STEPHENS SOLOMON

(Certificate of Acceptance, Gov. Code Sec. 27281)

This is to certify that the interest in real property conveyed by this deed to Yolo County, a political subdivision is hereby accepted in accordance with the requirements of Section 27281 of the Government Code by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21 adopted by the Board of Supervisors of Yolo County on February 13, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated Sept 13 1976 By Lloyd Hibbard
Director
Public Works Department

GRANT DEED Document No. 76-29

J. D. STEPHENS, JR. and JEAN STEPHENS SOLOMON, For valuable consideration, receipt whereof is hereby acknowledged, ~~Individually~~, and the ESTATE OF J. D. STEPHENS BY J. D. STEPHENS, JR. AND JEAN STEPHENS SOLOMON, AS CO-EXECUTOR AND EXECUTRIX OF SAID ESTATE, (hereinafter dotes) hereby

grant to the County of Yolo all that real property situate in the County of Yolo, State of California, described as follows:

A parcel of land being a portion of the Southwest Quarter of Section 8, Township 9 North, Range 2 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Northwest corner of said Southwest Quarter; thence South 00°26'40" West 20.00 feet along the West line of Section 8; thence North 89°51'00" East 25.00 feet to the intersection of the Southerly right of way line of County Road Number 25A with the Easterly right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE South 00°26'40" West 506.66 feet along the Easterly right of way line of County Road Number 99; thence North 10°05'33" East 101.44 feet; thence North 01°19'00" East 406.95 feet to the Southerly right of way line of County Road Number 25A; thence South 89°51'00" West 23.19 feet along said Southerly right of way line to the true point of beginning.

Micro Fiched

Containing 0.207 acres.

J. D. STEPHENS, JR. AND JEAN STEPHENS SOLOMON, individually, and as CO-EXECUTOR AND EXECUTRIX OF THE ESTATE OF J. D. STEPHENS

Dated August 23 1976

BY J. D. Stephens, Jr.
J. D. STEPHENS, JR.

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of San Francisco } S.S.

On this 20th day of August 1976, before me, Lynn W. Teachout, a Notary Public in and for said San Mateo County, (SEAL) personally appeared J. D. Stephens, Jr. and Jean Stephens Solomon

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

OFFICIAL SEAL
LYNN W. TEACHOUT
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My comm. expires OCT 1, 1978

WITNESS my hand and official seal.

Lynn W. Teachout

Notary Public in and for said San Mateo County and State
My commission expires October 1, 1978

this deed to Yolo County, a political subdivision is hereby accepted in accordance with the requirements of Section 27281 of the Government Code by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21 adopted by the Board of Supervisors of Yolo County on February 13, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated Sept 13 1976 By Lloyd Hibbits
Director
Public Works Department

Book

FILED

SEP 24 1976

AGREEMENT NO. 76-240

(Agreement to Provide Training Positions)

THIS AGREEMENT made and entered into this ____ day of _____, 1976, by and between the County of YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the SACRAMENTO CONCILIO, INC., hereinafter referred to as CONCILIO,

W I T N E S S E T H: Micro Fiched

I. RECITALS.

A. COUNTY and CONCILIO desire to enter into a cooperative program in which CONCILIO will furnish applicants to participate in a job training program through the COUNTY Personnel Department. The Personnel Department shall select from these applicants persons to participate in the training program.

B. It is the desire of both parties that if a regularly budgeted position for which a participant has completed a training program is vacant, the person completing the training program shall have priority for the vacancy over all other applicants except for other Manpower Program trainees.

II AGREEMENTS:

A. Training Positions: COUNTY agrees to provide supervision and training in the following four classifications:

1. Vocational Assistant: 2 12-month training period positions within the County Welfare Department.
2. Public Service Trainee: 1 6-month training period position within the Yolo General Hospital for food service assistant.
3. Public Service Trainee: 1 12-month training period clerical position within Yolo General Hospital.
4. Public Service Trainee: 1 6-month training period

custodial position within Yolo General Hospital

B. Recruitment: CONCILIO agrees to recruit and refer applicants for the training program to the County Personnel Department. The Personnel Department shall select participants from those persons referred by CONCILIO.

C. Enrollees: COUNTY and CONCILIO agree that while participants are in the training positions provided by COUNTY, said participants shall be "enrollees" in the training program and shall not be employees of COUNTY.

Micro Fiched

D. Training Allowance: CONCILIO agrees that it is responsible for the payment of participant's training allowance and for the cost of any and all benefits, including worker's compensation, for all program participants. COUNTY agrees to submit work time sheets to the Employment Development Department for each pay period.

1. CONCILIO and COUNTY agree that the participants will be entitled to all benefits, except retirement, afforded regular County employees. COUNTY agrees to provide health insurance to the participants, and CONCILIO agrees to pay to COUNTY all employer costs of providing such insurance; such payment to be made within 5 days of billing by COUNTY. Vacation and sick leave will be paid for by CONCILIO according to CONCILIO's vacation and sick leave provisions.

E. Monitoring Programs: CONCILIO and COUNTY agree that CONCILIO will monitor the program by sending a representative to COUNTY once a month. Each such visit shall be coordinated through COUNTY's CETA Manpower Administration Office.

F. Grievance: If any program participant has a grievance while in the program, the participant shall seek informal resolution of the grievance to County's Affirmative Action Officer.

G. Termination of Participant: CONCILIO and COUNTY agree that COUNTY may terminate any participant in the program in accordance with County's regular practices for termination of probationary employees. If such termination is for unsatisfactory performance of duties, COUNTY agrees prior to such termination to advise the participant of his unsatisfactory performance and to provide an opportunity for improvement.

Micro Fiched

H. Transition: CONCILIO and COUNTY agree that the training positions are not regularly budgeted county positions, and that COUNTY will make a good faith effort to transition the participants into regularly budgeted positions at the end of their training period. Such efforts do not require COUNTY to create vacancies for participants or to otherwise take extraordinary measures to provide openings for the participants.

I. Term: The term of this agreement shall be from October 4, 1976 through October 4, 1977.

J. Termination: This agreement may be terminated by either party upon thirty (30) day's written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO, a Political Subdivision of the State of California

BY _____

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

SACRAMENTO CONCILIO, INC.

BY _____

BUDGET SUMMARY

2 Vocational Assistants		
12 months of training		
6 months @ $633		$ 7,596.00
6 months @ $663		7,956.00
3 Public Service Trainee		
1 Food Service Assistant		
6 months @ $546		3,276.00
1 Clerk Typist II		
12 months of training		
6 months @ $546		3,276.00
6 months @ $576		3,450.00
1 Custodian		
6 months @ $546		3,276.00
TOTAL		$28,830.00
Benefits		
Group Insurance (Medical/Dental)		
@ $49.28 x 3 x 12	$1,774.08	
@ $49.28 x 2 x 6	591.36	
		$ 2,365.44
Uniform		
@ $40 x 1		$ 40.00
TOTAL		$ 2,405.44
GRAND TOTAL		$31,235.44

Micro Fiched

RECEIVED
OCT - 4 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
OCT - 4 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

AGREEMENT NO. 76-241

(Agreement for the Purchase of Certain Social and Rehabilitation Services)

THIS AGREEMENT made and entered into this 21st day of September, 1976, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Yolo County Sheltered Workshop, Inc., a non-profit corporation, hereinafter called WORKSHOP,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has a need for social and rehabilitation services for certain patients of Yolo County Mental Health Services. Such services shall be in accordance with the provisions of Welfare & Institutions Code § § 5600-5767, the Short-Doyle Act. The objective of such services is to provide suitable care for persons no longer requiring hospitalization and to provide alternatives to hospitalization and to improve their functional capacity and to prevent further deterioration of their situation with the intent to reduce public dependency.
2. WORKSHOP represents that it is certified by the State Department of Rehabilitation to provide social and rehabilitation services.
3. WORKSHOP agrees to provide services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Social and Rehabilitation Services. The services provided by WORKSHOP to Yolo County Mental Health Services' patients not eligible for service financed by the State Department of Health under Welfare & Institutions Code § 10053.8 shall consist of the following:
   A. Work Evaluation: Work evaluation is the use of work to assess the client's limitations, capabilities, and productive potential in respect to work utilizing either a real or simulated work environment with realistic work conditions and requirements. It includes a written professional analysis of the client's skills, personality, physical capacity and social habits and attitudes as reflected in the workshop

setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of reviewing the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommended to last under two weeks or over six weeks for new clients in work therapy.

Micro Fiched

B. Work Adjustment (Behavior Modification): Work adjustment is the use of work and the workshop structure and environment to enable the client to develop appropriate attitudes, behavior, personal relationships, and responses appropriate to his own recovery or in preparation for a work environment. Normally, work evaluation will identify the client's specific behavior which requires modification during work adjustment.

C. Work Experience: The purpose of work experience to enable clients to increase their basic work skills such as endurance and speed as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible for services from the Department of Rehabilitation, or be feasible for job placement.

D. Work Activity Center: Provision of long-term personal and social development in a work environment for clients who appear to be unemployable in the competitive labor market at the time of referral. Services are directed to the primary objective of achieving independent living skills which allow for the opportunity to evaluate and improve rehabilitation potential. Equivalent objectives are socialization improvement and improving and maintaining self concepts. Services include group and individual experience in crafts, job contract work, adult education, physical exercise and field trips.

////////////////

E. Social Adjustment: Services are as indicated for Work Activity Center less a work environment and job contract work.

2. Payment.

A. COUNTY agrees to pay to WORKSHOP a total sum not to exceed twenty-three thousand DOLLARS ($23,000).

B. Such payments shall be made by COUNTY to WORKSHOP monthly upon submission of a detailed invoice at the following agreed-upon provisional rates:

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SERVICE	RATE
Work Evaluation	$14.00 per day
Work Adjustment	$14.00 per day
Work Experience	$14.00 per day
Work Activity Center	$14.00 per day
Social Adjustment	$10.00 per day

C. Costs of services rendered shall be adjusted to actual cost or maximum Agreement amount (whichever is lower) at the end of the Agreement year for the period of the Agreement, July 1, 1976, through June 30, 1977.

D. WORKSHOP agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY. Said records shall be maintained for four (4) years.

E. General Revenue Sharing Clause: WORKSHOP hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by WORKSHOP from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. WORKSHOP agrees to separately account for the General

Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

3. Relationship of Parties. The relationship of COUNTY and WORKSHOP is and shall be construed to be that WORKSHOP is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of WORKSHOP an employee, agent or contractor of COUNTY, for any purpose, nor shall he be construed to be so.

4. Liability.

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A. The services to be performed under this Agreement will be performed entirely at WORKSHOP's risk, and WORKSHOP assumes all responsibility for the condition of buildings, tools and equipment used in the performance of this Agreement.

B. WORKSHOP shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000 specifically naming COUNTY as an insured for all purposes thereunder.

C. WORKSHOP agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. WORKSHOP agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

6. Amendments. This writing, together with the Exhibit attached hereto, fully expresses the understanding of the parties and shall constitute the final agreement. No addition to, deletion, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, or the officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1976, and terminate on June 30, 1977. This Agreement may be terminated by either party upon

sixty (60) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

Micro Fiched

Yolo County Sheltered Workshop, Inc.
660 Sixth Street
Woodland, California 95695

8. Other Agreements. This Agreement supersedes all other agreements between the parties for social and rehabilitation services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

YOLO COUNTY SHELTERED WORKSHOP, INC., a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

Micro Fiched

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contrained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

RECEIVED
OCT - 8 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
OCT - 8 1976
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY
DEPUTY

AGREEMENT NO. 76- 242

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 2nd day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and City of Davis.
Hereinafter called RECIPIENT.

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W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264), to be used in certain priority areas, including Social Services for Poor and Aged (31 CFR § 51.41(a)(1)(VII)).

2. RECIPIENT has sumbitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 22, 1976; COUNTY wishes to implement said proposal pursuant to Government Code §§ 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of $8,800.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer

said activities by or under the supervision of RECIPIENT in such a manner as to insure compliance with said proposals.

4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and that the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

Micro Fiched

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such auditor upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

(1) Permit necessary reports required by the Secretary of the Treasury to be prepared therefrom;

(2) Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

(3) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.

(4) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

(2) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

Micro Fiched

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.40, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

8. Non Discrimination:

a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

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(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) Perpetuating the results of past discriminatory practices.

(c) Defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(9) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

Micro Fiched

9. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workment's Compensation Insurance fully covering all employees of RECIPIENT.

10. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse COUNTY for said obligation of COUNTY to the Federal Government.

11. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

Micro Fiched

12. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

13. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

14. Waiver: Any waiver by COUNTY of any default, breach, or conditions of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

15. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

16. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

17. Term: The term of this Agreement is from the date of its execution until June 30, 1977, unless otherwise terminated as provided herein.

18. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue

sharing funds unexpended by RECIPIENT as of the date of termination; provided, however, that in the event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitue a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE K. HINIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RECIPIENT:

BY _____
CITY MANAGER

EXHIBIT A

Summary of Funded Proposal

Briefly describe the Agency's activities which will be funded by the County's Revenue Sharing funds: (Try not to exceed 250 words.)

The duties of the Child Care Services Advisor are divided into two areas:

1. Day Care Home Project - a support system for Licensed Day Care Homes.
2. Child Care Coordinator and Referral Service - acts as a catalytic agent in helping to meet the child care need. Provides information and referral to child care programs.

The Day Care Home Project is designed to enhance the quality of care provided in licensed day care homes and to encourage the development of more day care homes as a means of meeting the child care need.

Support services offered:

1. Workshops, information and training on the care of young children, and day care home management.
2. Monthly newsletter, the "Safety Pen", with current articles of resources, activities, and concerns for home day care providers.
3. Crisis counseling or referral to community agencies with concerns in the day care home.
4. Operation and set up of toy lending library.
5. Intern program coordination through U.C.D. of child development majors to be placed in the day care home.
6. Field trips and group activities for day care children.
7. Coordination of the Day Care Parents Association's bimonthly meeting with activities or guest speakers relating to child care.
8. Keeping the public informed of current programs and public meetings as a means of encouraging homes to become licensed.

Micro Fiched

Child Care Coordinator and Referral Service

1. Providing information and referral services for families needing child care services. Publishing the "Preschool and Child Care Fact Sheet".
2. Coordinator in keeping communications open between child care and preschool programs. "Small Talk", a newsletter, is published concentrating on current issues and information for those working for or with children.
3. Providing information, assistance and support to individuals in the community wishing to start new child care programs.
4. Keeping current on child care issues - federal, state and local.
5. Working with community agencies in cooperation to better serve young families; i.e., adult education, Health Department, Early Childhood Needs Committee, etc.
6. Organize and hold public meetings to develop playgroups, co-op baby sitting, etc.
7. Giving public speeches, presentations to groups on children, etc.

Include a copy of the minutes of your governing board approving the submittal of Exhibits A, A-1, and A-2.

EXHIBIT A-1

Agency's Name: City of Davis

Agency's Address: 226 F Street

Davis, CA., 95616

Agency's Phone: 756-3740

Chairman of the Agency's Governing Body:

Name: Robert Black, Mayor

Address: (same as above)

, CA.,

Phone:

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Executive Director of the Agency:

Name: Howard Reese, City Manager

Address: (same as above)

, CA.,

Phone:

Employee of Agency x (yes) ____ (no) If no, explain.

Agency's Status: x (Non-profit) If other, explain.

Municipal Corporation

Agency Insurance Coverage

Broker's Name: Cas Swett

Agency: L. E. Wraith & Associates, Inc.

Address: 350 Court Street

Woodland, CA., 95695

Phone: 662-9181

Name of Insuring Company: Great Northern

Public Liability Limits: 5 million

Agency's Employees

Agency's Employer Identification Number: 5275

Number of employees who are paid for working

(a) 0 more than 40 hrs. per week

(b) 1 40 hrs. per week

(c) 0 less than 40 hrs. per week, but more than 20 hrs. per week

(d) 1 20 hours per week or less

Micro Fiched

EXHIBIT A-2

Person hold accountable for the County's Revenue Sharing Funds:

Name John W. Williams

Title Life Enrichment Department Director

Address 218 F Street

Davis, CA., 95616

Phone 756-3740, extension 62

Attached is a copy of the following forms:

N/A 1. I.R.S. Letter of Recognition for Exemption (Form L-178)

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N/A 2. I.R.S. Return of Organization Exempt from Income Tax (Form 990) if your gross receipts were more than $5000 last year.

x 3. A financial statement showing the amount of County revenue sharing fund previously received and the items for which it was expended.

x 4. If, on June 30, 1976, previously granted County revenue sharing funds have not been spent, then indicate the amount -0- and plans for the use of the funds:

Included is our most current operating statement. Will send final budget statement when completed, if requested. We expect to have no funds remaining.

EXHIBIT A 2 cont'd.

1976-77

REVENUE SHARING BUDGET

Budget Categories	Amount
Salaries (list funded positions)	
1. Child Care Services Advisor	$5,333
2. Secretary	200
3.	
4.	
5.	
Benefits	1,823
Phones	83
Insurance (not charged to program)	
Office Expense	146
Professional Services	333
Travel	296
Other (Identify)	
1. Records, books, food, publications	234
2. Craft, toys	311
3. Membership	19
Capitol Outlay (identify each item)	
1. Chair	22
2.	
3.	
Total Revenue Sharing Funds Allocated	$8,800

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Attachment to Exhibit A-2

DATE: 8-4-76

MINUTES OF THE MEETING OF THE CITY COUNCIL ITEM NO: 2

JULY 21, 1976

The City Council of the City of Davis met in regular session at 7:30 p.m., Wednesday July 21, 1976, in the Council Chambers of City Hall. The meeting was called to order by Mayor Robert N. Black. at 7:30 p.m.

Roll Call.

Councilpersons present: William K. Kopper, Sandy J. Motley, James L. Stevens, Thomas J. Tomasi, Mayor Robert N. Black.

Councilpersons absent: None

Other Officers present: City Manager Howard L. Reese, Assistant City Manager Robert A. Traverso, City Attorney William L. Owen.

Micro Fiched

Approval of Agenda.

City Manager deleted #17, An ordinance amending section 2 of Ordinance No. 765, Relating to the City of Davis Housing Development Priority Program, and #20A, and added #17, Tow Away Zone Ord . (Adoption); 4D (1), Fund transfer for Arnold Mini Park. Acquisition; 4D (2) Resoluation re El Campo Mini Park Agreement; 6A, 701 Contract; 7A, Co-op Housing; 12A, Street Maintenance Project; 18A, Resolution re written arguments on bond election; 18B, Resolution re impartial alalysis on bond election; 21, Revenue sharing and Child Care; 22, SRAPC.Appointment; 23, Public hearing re rezoning.

Upon motion of R. Black, seconded by J. Stevens, and carried, the agenda was approved as amended.

Co-op Housing

#7A Following discussion, W. Kopper moved, T. Tomasi seconded Resolution of Intent for City to move more in direction of getting into Co-op Housing, to work out details of agreement with Ed. Kirchner to research various aspects of feasibility of Co-op Housing in Davis, and to designate S. Motley and W. Kopper as City Council sub-committee to work out details of draft contract; motion passed 4-1 (Stevens opposed).

Approval of Minutes

Upon motion of T. Tomasi, seconded by J. Stevens and carried, the minutes of July 7, 1976 were approved as amended.

A. D. Little

City Manager indicated his only disagreement with A. D. Little Report recommendations was with respect to relocation of DWR Corp. Yard on City Corp. Yard property because of lack of space and because of stage of contruction of DWR Corp. Yard on Hart's property. Richard Goodale, A. D. Little, responded to various questions re report.

AYES: Tomasi, Kopper, Motley, Stevens

NOES: None

ABSENT: Black

Resol. No.2043, "A Resolution Authorizing Filing of Written Arguments Regarding Bond Measures".

S. Motley moved that Resolution No.2043, "A Resolution Authorizing Filing of Written Arguments Regarding Bond Measures", be accepted. W. Kopper seconded.

AYES: Tomasi, Kopper, Motley, Stevens

NOES: None

ABSENT: Black

Resol. No. 2044, "A Resolution Directing Preparation of Impartial Analyses by City Attorney of Bond Measures".

S. Motley moved that Resolution No. 2044, "A Resolution Directing Preparation of Impartial Analyses by City Attorney of Bond Measures," be accepted. T. Tomasi seconded.

AYES: Tomasi, Kopper, Motley, Stevens

NOES: None

Micro Fiched

ABSENT: Black

CONSENT CALENDAR
A. SRAPC Notice re LEAA Projects
B. Warrents & Claims

W. Kopper moved and S. Motley seconded that Consent Calendar be approved. Warrents and Claims #34078-34093

AYES: Tomasi, Kopper, Motley, Stevens

NOES: None

ABSENT: Black

Appointments:
Resol. #2046, "Resolution appointing Barbara Iben as Alternate Member of Design Review Commission."

W. Kopper moved and J. Stevens seconded a motion adopting Resolution #2046 calling for the appointment of Barbara Iben as Alternate Member of Design Review Commission.

AYES: Tomasi, Kopper, Motley, Stevens

Noes; None

ABSENT: Black

Revenue Sharing & Child Care

S. Motley moved, J. Stevens seconded a motion authorizing the submission of Revenue Sharing Child Care forms to Yolo County and further authorizing the City Manager to sign contracts when they are ready.

AYES: Tomasi, Kopper, Motley

NOES: Stevens

ABSENT: Black

Attachment to Exhibit A-2 (Cont'd.)

Listed below is the expenditures used for the 1975/76 County Revenue Sharing monies.

4000	Permanent Full-time	$5,500
4030	Leave Time	593
4031	Insurance	553
4032	Retirement	567
4204	Special Activity Supplies	662
4225	Books and Publications	150
4246	Food Supplies	75
4301	Printing and Binding	25
4502	Staff Development	75
4504	Car Allowance	250
4521	Equipment Rental	50
		$8,500

Micro Fiched

Approved by: Muriel M. Morris Date 5-24-76
Muriel M. Morris
Finance Director

[illegible] this Act. State [illegible] [illegible] [illegible]

funds available to Federal agencies where Federal grants are required to be matched by non-Federal funds and to Federal agencies which have matching funds from other Federal or non-Federal sources.

(b) *Secondary recipients.* The prohibition of paragraph (a) of this section applies to a recipient government which uses entitlement funds which are transferred to it by another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by paragraph (f) of this section shall be imposed on the recipient government.

(c) *Certification required.* Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.* No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any amount received for any entitlement period during its fiscal year to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.* No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.41.

§ 51.41 Permissible expenditures for local governments.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.* The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.* In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.42 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project costing in excess of $2,000.00 and of which 25 percent or more of the cost is paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must ascertain the U.S. Department of Labor wage rate determination for each intended project and insure that the wage rates and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act. Wage rate determinations may be obtained by filing a Standard Form 308 with the Employment Standards Administration of the applicable regional office of the U.S. Department of Labor at least 30 days before the invitation for bids or, in case of construction covered by general wage rate determinations, the appropriate rate may be obtained from the FEDERAL REGISTER.

(c) *Government employees.* A recipient government which employs individuals whose wages are paid in whole or in part from entitlement funds must pay wages which are not lower than the prevailing rates of pay for persons employed in similar public occupations by the same employer. However, this subsection shall apply with respect to employees in any category only if 25 percent or more of the wages of all employees of the recipient government in such category are paid from the trust fund established by it under § 51.70(a).

§ 51.43 Restriction on expenditures by Indian tribes and Alaskan native villages.

Indian tribes and Alaskan native villages as defined in § 51.2 are required to expend entitlement funds only for the benefit of members of the tribe or village residing in the county area from which the allocation of entitlement funds was originally made. Expenditures which are

[illegible] to [illegible]

Subpart E—Nondiscrimination in Programs Funded with Entitlement Funds

§ 51.50 Purpose.

The purpose of this subpart is to effectuate section 122 of the Act to the end that no person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

§ 51.51 Definitions.

Unless the context requires otherwise, as used in this subpart, the term:

(a) "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein.

(b) "Funded" means that entitlement funds have been made available for expenditure in a designated program or activity through legislative action.

(c) "Program or activity" means any function conducted by an identifiable administrative unit of the recipient government, or by any other unit of government or private contractor receiving entitlement funds from the recipient government.

§ 51.52 Discrimination prohibited.

(a) *General.* No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government shall not, under any program or activity to which the regulations of this subpart apply, directly or through contractual or other arrangements, on the ground of race, color, national origin, or sex:

(i) Deny any service or other benefit provided.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others.

(iii) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(vi) Deny any person an opportunity to participate in a program or activity as an employee.

(vii) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of:

(i) Subjecting individuals to discrimination on the basis of race, color, national origin, or sex.

(ii) Perpetuating the results of past discriminatory practices.

(iii) Defeating or substantially impair accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

(3) A recipient government may not, with respect to any program or activity to which this subpart applies, make selections of site or location of facilities which have the effect of:

(i) Excluding individuals from such facilities.

(ii) Denying the individuals the benefits of such facilities.

(iii) Subjecting individuals using the facilities to discrimination on the ground of race, color, national origin, or sex.

(4) Recipient governments are encouraged to take action with entitlement funds to ameliorate an imbalance in services or facilities provided to any geographic area or specific group in order to overcome the effects of prior discriminatory practice or usage. If entitlement funds are allocated to a program or activity which currently provides an imbalance of services or facilities to persons protected by this subpart, then such imbalance must be ameliorated.

(5) The enumeration of specific forms of prohibited discrimination in this paragraph does not limit the generality of the prohibition in paragraph (a) of this section.

§ 51.53 Employment.

(a) *Employment practices.* In any program or activity funded in whole or in part with entitlement funds, a recipient government may not (directly or indirectly through contractual or other arrangements) subject any individual to discrimination on the ground of race, color, national origin, or sex in its employment practices. These practices include recruitment, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

(b) *Employee selection procedures.* The Equal Employment Opportunity Commission, in carrying out its responsibilities in ensuring compliance with title VII of the Civil Rights Act of 1964, has published Guidelines on Employee Selection Procedures (29 CFR Part 1607) to assist in establishing and maintaining equal employment opportunities. Among other things, these Guidelines forbid the use of employee selection practices, procedures, and devices (such as tests, minimum educational levels, and the like) which disqualify a disproportionate number of minority individuals or women for employment and which are not related to job performance. Recipient governments using selection procedures which are not in conformity with the EEOC Guidelines shall, upon request of the Secretary, set forth the reasons for any such nonconformity, and, if necessary, the actions the recipient government is taking or will take to assure that its selection procedures are job related.

(c) *Self-evaluation.* Recipient governments are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection, or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals or women.

(d) *Employment compliance reviews.* Compliance reviews of recipient governments will be scheduled by the Office of Revenue Sharing, giving priority to any recipient government programs funded with entitlement funds which show a significant disparity between the percentage of minority persons or women in the work force and the percentage of minority or women employees in the applicable programs.

§ 51.54 Sex discrimination.

(a) *General.* No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in recruitment, hiring, or employment, whether full-time or part-time, under any program or activity funded in whole or in part with entitlement funds.

(b) *Recruitment and advertisement.* (1) Recipient governments engaged in recruiting activity must recruit employees of both sexes for all jobs.

(2) Advertisement in newspapers and other media for employment must not express a sex preference. The placement of an advertisement in columns headed "Male" or "Female" will be considered to be a discriminatory limitation.

(3) A recipient government shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such recruitment has the effect of discriminating on the basis of sex.

(c) *Job policies and practices.* (1) Employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform.

(2) Recipient governments must not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. It shall be an unlawful employment practice for an employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex. It shall be an unlawful employment practice for an employer to provide for both unequal benefits and unequal contributions in the areas of insurance, pension or retirement plans, welfare or other fringe benefits programs. Further, it shall be an unlawful employment practice for an employer to provide for either unequal benefits or unequal contributions in such areas unless such unequal benefits or unequal contributions are directly related to actuarial differences. Proof of such ac-

marital differences shall be provided by the recipient government upon the request of the Secretary. In the case of insurance, benefits, annuity payments and other fringe benefits incidental to an employment program, it is the recipient government to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees, or to make available benefits for the wives of male employees which are not made available for female employees, or to make available benefits to the husbands of female employees, which are not made available for male employees.

(3) Any distinction between married males and married females and any distinction between unmarried males and unmarried females will be considered to be a distinction made on the basis of sex. Similarly, a recipient government must not deny employment to women with young children unless it has the same exclusionary policies for men, or terminate an employee of one sex in a particular job classification upon reaching a certain age unless the same rule is applicable to persons of the opposite sex.

(4) A recipient government may not refuse to hire men or women, or deny men or women a particular job because there are no separate restrooms or other separate facilities. The recipient government's policies and practices must assure that appropriate facilities are available for use by both sexes.

(5) Recipient governments may not deny any employee the right to any job, which the employee is qualified to perform, in reliance upon a State "protective" law that does not apply equally to both sexes.

(6) A recipient government shall not:

(i) Classify a job as being for males or for females.

(ii) Maintain or establish separate lines of progression, seniority lists, career ladders, tenure, systems, position descriptions or job requirements which are based on sex or which classify persons on the basis of sex.

(d) *Marital or parental status.* In any program or activity funded in whole or in part with entitlement funds:

(1) *Family status.* A recipient government shall not treat an employee or applicant for employment differently on the basis of sex in any employment action or policy because of the employee's or applicant's marital status or status as a parent. Such action may also not be taken with respect to pregnancy unless the recipient government can demonstrate that the pregnancy of the individual concerned prevents adequate job performance by that individual. In no event may a recipient government have a policy or take an action which denies benefits a person because of his or her status as head of household or principal family wage earner.

(2) *Pregnancy as a temporary disability.* A recipient government shall treat any temporary disability arising from pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom in the same manner as it treats any other temporary disability for all job related purposes. The term "job related purposes" includes commencement, duration and extensions of leave, payment of disability income, reinstatement, or termination of employment, reimbursement pay rate and position, fringe benefits, accrual of seniority or other benefit of service, and promotion.

(e) *Sex as a bona fide occupational qualification.* Nothing in these regulations shall prohibit the hiring of employees of one sex if sex is a bona fide occupational qualification. A bona fide occupational qualification is only allowed where there is a reasonable factual basis to believe that all, or substantially all, of one sex are unable to perform the job in question. Further, the burden of demonstrating that sex is a bona fide occupational qualification for a given job rests on the recipient government.

§ 51.55 **Assurances required.**

(a) *General.* In order to qualify for any payment for any entitlement period, each Governor of a State or each chief executive officer of a unit of local government shall, prior to the beginning of each entitlement period, execute to the satisfaction of the Secretary an assurance that all programs to be funded in whole or in part with entitlement funds will be conducted in compliance with the requirements of this subpart. Assurances required under this paragraph shall be submitted pursuant to § 51.10(b) and shall be in such form and detail as prescribed by the Secretary.

(b) *Failure to comply.* Any recipient government which fails to comply with paragraph (a) of this section shall have its entitlement payments withheld for the applicable entitlement period. Any recipient government to which a determination of noncompliance with paragraph (a) of this section has been made shall be entitled to notice and opportunity for hearing. However, notwithstanding § 51.59, no payments shall be made for the applicable entitlement period pending the outcome of such hearing.

§ 51.56 **Compliance information and reports.**

(a) *Access to sources of information.* Each recipient government shall permit access by authorized representatives of the Office of Revenue Sharing and Department of Justice during normal business hours to such of its facilities, books, records, accounts, personnel, and other sources of information as may be relevant to a determination of whether the recipient government is complying with this subpart. Where any information required of a recipient government is in the exclusive possession of any other agency, institution, or person, and such agency, institution, or person fails or refuses to furnish this information, the recipient government shall so certify in its report and shall set forth what efforts it has made to obtain the information.

(b) *Compliance reports.* Each recipient government shall keep such records and submit on request of the Secretary timely, complete and accurate compliance reports at such times, in such form, and containing such information, as the Secretary may determine to be necessary or useful to enable the Office of Revenue Sharing to ascertain whether the recipient government has complied or is complying with this subpart. Recipient governments shall make available on request of Office of Revenue Sharing officials, racial, ethnic, male/female, and national origin data showing the extent to which minorities and females are or will be beneficiaries of entitlement funds. In the case of any program under which a primary recipient [illegible] or will extend entitlement [illegible] other secondary recipient, such secondary recipient shall submit such compliance reports to the primary recipient as may be necessary or useful to enable the primary recipient to carry out its obligations as a recipient government under this subpart. Each recipient government shall identify, on request of the Office of Revenue Sharing, any State or local agency which has been legally authorized to monitor its civil rights compliance activities.

§ 51.57 **Complaints and investigations.**

(a) *Complaints.* Any person who believes anyone has been subjected to discrimination prohibited by this subpart, may personally or by a representative file with the Secretary a written statement setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this subpart.

(b) *Investigations.* The Secretary shall advise the chief executive officer of the recipient government of any complaint received pursuant to paragraph (a). If the Secretary has reason to believe that the complaint shows that a recipient government has failed to comply with the provisions of this subpart, he will cause a prompt investigation to be made by the Office of Revenue Sharing, or other appropriate Federal or State agency, of the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government.

§ 51.58 **Compliance reviews and affirmative action.**

(a) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this subpart and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(b) *Affirmative action.* Any recipient government which has been determined to be in violation of this subpart must take reasonable steps to remove or overcome the consequences of such discrimination where a practice or usage has in purpose or effect tended to exclude individuals from participation in, deny

them the benefits of, or subject them to discrimination under any program or activity to which this subpart applies, on the ground of race, color, national origin, or sex. The Secretary will consider the date and nature of noncompliance. Determine the steps necessary to remedy the noncompliance and will determine a timetable for accomplishing those steps.

§ 51.59 *Procedure for effecting compliance.*

(a) *General.* Whenever the Secretary determines that a recipient government has failed to comply with this subpart, he shall notify the chief executive officer of the recipient government and the Governor of the State in which the government is located of the noncompliance and shall request the Governor to secure compliance. If, within a reasonable period of time not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(1) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted;

(2) To initiate an administrative hearing pursuant to the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or

(3) To take such other action as may be provided by law.

(b) *Administrative hearing.* An order of an administrative law judge to withhold temporarily, to repay, or to forfeit entitlement funds will not become effective until:

(1) There has been an express finding on the record, after notice and opportunity for hearing, of a failure to comply with a requirement of this subpart.

(2) At least 10 days have elapsed from the date of the order of the administrative law judge. During this period additional efforts will be made to assist the recipient government to comply with this subpart and to take appropriate corrective action.

(3) Thirty days have elapsed after the Secretary has filed with the Committee on Government Operations of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action. The time limitation of subparagraphs (2) and (3) can run concurrently.

(4) The Secretary has notified the recipient government that, in addition to whatever sanctions have been imposed by the administrative law judge, the Office of Revenue Sharing shall withhold payment of all entitlement funds until such time as the recipient government complies with the order of the administrative law judge. Further, the amount of the forfeiture or repayment of entitlement funds, if any, will be limited to the program or activity in which the noncompliance has been found. Such funds shall be collected by a downward adjustment to future entitlement payments and will be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require payment of such amount to the United States.

(c) *Withholding pursuant to court action.* The Secretary may immediately withhold the payment of entitlement funds to a recipient government pending the entry of an affirmative action order by a Federal court if:

(1) A violation of the nondiscrimination provision of this subpart or the Act (sec. 122) was alleged in the complaint before the court;

(2) The court finds that the recipient government has violated the nondiscrimination provision of this subpart or the Act; and

(3) The question of withholding has not been resolved by the court.

(d) *Action by Attorney General.* Nothing in these regulations is intended to preclude the United States, in a civil action initiated by the Attorney General of the United States pursuant to § 122 (c) of the Act, from seeking, or a court from granting, an order to require the repayment of funds previously paid under the Act, or an order that the payment of funds under the Act be terminated or withheld. In addition, the Secretary may initiate the procedure provided for in paragraph (a)(2) of this section against a recipient government which has been named as a defendant in such civil action if it is the Secretary's judgment, after consultation with the Attorney General, that an administrative withholding of entitlement funds is an appropriate measure to ensure compliance with this subpart.

§ 51.60 **Hearing procedures.**

Whenever a procedure which requires notice and opportunity for a hearing is invoked by the Secretary to effect compliance under this subpart, the procedural regulations promulgated in subpart G of this part shall govern.

§ 51.61 **Jurisdiction over property.**

The Office of Revenue Sharing shall have jurisdiction over any program or activity for purposes of this subpart for as long as a recipient government retains ownership or possession of any real or personal property or any interest therein, which was purchased in whole or in part with entitlement funds for the applicable program or activity. Further, if such property is transferred to another party, the Office of Revenue Sharing will retain jurisdiction over the recipient government for purposes of this subpart for as long as the property is used to provide benefits similar to those which were provided by the property before the transfer.

§ 51.62 **Delegation.**

The Secretary may assign to officials of the Department, officials of other departments or agencies of the Federal government, or officials of State agencies, responsibilities and authority to effectuate the purposes of this section including the achievement of effective coordination within the executive branch in the implementation of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d; 2000e). Such delegation shall be made only with the consent of the affected departments and agencies, and in no event will the Secretary delegate authority to review the initial decision of an administrative law judge to officials outside the Department.

Subpart F—Fiscal Procedures and Auditing

§ 51.70 **Procedures applicable to the use of funds.**

A recipient government which receives entitlement funds under the Act shall:

(a) Establish a trust fund and deposit all entitlement funds received and all interest earned thereon in that trust fund. The trust fund may be established on the books and records of the regular set of accounts, or a separate bank account may be established.

(b) Use, obligate, or appropriate such funds within 24 months from the end of the entitlement period to which the check is applicable. Any interest earned on such funds while in the trust fund shall be used, obligated, or appropriated within 24 months from the end of the entitlement period during which the interest was received or credited. An extension of time in which to act on the funds, or interest earned thereon, must be obtained by application to the Secretary. Such application will set forth the facts and circumstances supporting the need for more time and the amount of additional time requested. The Secretary may grant such extensions of time as in his judgment appear necessary or appropriate.

(c) Provide for the expenditure of entitlement funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.

(d) Maintain its fiscal accounts in a manner sufficient to:

(1) Permit the reports required by the Secretary to be prepared therefrom,

(2) Document compliance with the matching funds certification, and

(3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of this part.

The accounting for entitlement funds shall at a minimum employ the same fiscal accounting and internal audit procedures as are used with respect to expenditures from revenues derived from the recipient government's own sources.

(e) Provide to the Secretary and to the Comptroller General of the United States, on reasonable notice, access to and the right to examine such books, documents, papers or records as the Secretary may reasonably require for the purpose of reviewing compliance with the Act and the regulations of this part or, in the case of the Comptroller General, as the Comptroller General may reasonably require for the purpose of reviewing compliance and operations under the Act.

§ 51.71 **Auditing and evaluation; scope of audits.**

(a) *In general.* The Secretary shall provide for such auditing and evaluation as may be necessary to insure that

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SEP 29 1976

LAURENCE P. HENIGAN, Clerk

By Deputy

AGREEMENT NO. 76-243

FOR

PUBLIC TRANSPORTATION SERVICE

THIS AGREEMENT, entered into on this, the 21st day of September, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, hereinafter referred to as "RT", to be effective as of the first day of July, 1976.

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R E C I T A L S :

1. "RT" is a public corporation established under Part 14 (commencing with §102000), of Division 10, of the Public Utilities Code of the State of California, hereinafter referred to as "PUC".

2. "COUNTY" is authorized by the California Government Code §26002 and PUC §99288 to enter into a contract for the provision of public transportation service within "COUNTY" and to cooperate with any city, county or transit district.

3. "COUNTY" desires to exercise said authority within portions of its boundaries, and for transit services between cities, and desires to do so by this Agreement with "RT", and has determined that it is a matter of general county concern to do so.

4. This Agreement shall satisfy the requirements of PUC §99288

and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Board, under authority of PUC §99241 and by the Sacramento Regional Area Planning Commission (SRAPC), pursuant to PUC §99401, making a portion of "COUNTY" funds available under the Mills-Alquist-Deddeh Act of 1971, as amended.

A G R E E M E N T S :

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It is mutually agreed as follows:

A. PRIOR AGREEMENTS SUPERSEDED: All prior agreements between "COUNTY" and "RT" are superseded by execution of this Agreement.

B. LEVEL OF PASSENGER TRANSPORTATION SERVICE: In accordance with the terms and conditions of this Agreement, "RT" agrees to maintain, repair, and manage passenger bus transportation facilities in accordance with the number of annual vehicle miles and hours of service as specified in Exhibit "I" attached hereto and incorporated herein by reference as if set forth in full. Said level of service shall continue to be provided by "RT" until changed and a new Exhibit "I" is substituted.

CHANGES IN LEVEL OF SERVICE: All changes to Exhibit "I" shall be reflected in a new Exhibit "I" and shall be effective from the date of approval thereof unless otherwise specified in said new Exhibit.

Changes are to be made as set forth below:

1. Emergency Adjustments - "RT" acts unilaterally. In the event of an emergency which requires an adjustment in either

routing or scheduling under circumstances where there is no opportunity for the parties to confer, "RT" may unilaterally make such changes, provided, however, that the changes do not materially affect the level of service provided pursuant to Exhibit "I" then in effect, and provided further, that "COUNTY" will be notified immediately when such changes occur and shall have the opportunity to confer with "RT" regarding said adjustment or modification caused by such emergency and to determine its effect upon the level of service and compensation as set forth in the then current Exhibits to this Agreement.

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2. 10% Change in Level of Service - So long as the change does not come within the definition of "substantial" service level change, the level of service may be increased or decreased by an amount not to exceed TEN (10%) PERCENT upon mutual agreement of "RT" as represented by the General Manager, and "COUNTY" as represented by the Director of Public Works. Any change in the level of service in excess of ten percent shall require the approval of the governing boards of the parties to this Agreement except as otherwise provided herein.

3. Substantial Service Level Changes - Substantial service level changes shall be deemed any change in the level of service rendered under this Agreement which requires a change in driver assignments but which is not a total cancellation of service.

a. Substantial Increase in Service; Notice; Mutual Agreement. An increase in the level of service which comes within the defnintion of "substantial change in

service" may be made by mutual agreement upon condition that service of notice by "COUNTY" on "RT" is given as specified in Paragraph "D", ninety (90) days in advance of the effective dates listed below. Said notice may be waived by "RT" General Manager.

b. Substantial Decrease in Service; Notice; COUNTY Acts Unilaterally. A unilateral decrease in level of service which comes within the definition of "substantial change in service" may be made by "COUNTY" by service of notice on "RT" as specified in Paragraph "D", ninety days in advance of the effective dates listed below. Said notice may be waived by "RT" General Manager.

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EFFECTIVE DATES

1) First Sunday in January
2) First Sunday after closing of Spring semester, Sacramento City Unified School District (SCUSD)
3) First Sunday in April
4) Last Sunday before opening of Fall semester, Sacramento City Unified School District (SCUSD)

D. NOTICES: All notices, including Notice of Termination, shall be given by certified mail to the following addresses:

SACRAMENTO REGIONAL TRANSIT DISTRICT
P. O. Box 2110
Sacramento, California
95810

COUNTY OF YOLO
Board of Supervisors
P. O. Box 1098
Woodland, California
95695

E. CONSIDERATION: In accordance with the terms and conditions of this Agreement, "COUNTY" agrees to pay "RT" on a monthly basis that sum of money specified in Exhibit "I" for the level of service specified in Exhibit "I". Consideration to change as level of service and rates are changed.

Exhibit "I" also sets forth the computation of consideration to be paid for service rendered from June 13, 1976, to the date of

execution of this Agreement, which "COUNTY" agrees is due and owing. "RT". County to receive credit for fares collected and retained by "RT" as indicated in Exhibit "I".

The parties agree that all revenue generated from the collection of fares is to be retained by "RT".

F. EXHIBIT "I": Exhibit "I" to specify the service level, the rates and the total cost to the jurisdiction for such service.

Changes to Exhibit "I" shall be made in the following ways only:

1. In accordance with Paragraph "C" hereof; or
2. Automatically as specified in Paragraph "G" hereof.

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As such changes are made, a substitute Exhibit "I" will be provided and incorporated herein by reference as if set forth herein in full.

G. AUTOMATIC ADJUSTMENT OF RATES: It is agreed between the parties that the rates per unit of service to be charged are dependent upon costs to "RT" of rendering all service.

By July 1 of each year, or as soon thereafter as the "RT" budget is adopted, "RT" will certify the new rates to be applied during the ensuing fiscal year.

In the event the "RT" budgetary process is not completed by July 1, an automatic increase of TEN (10%) PERCENT in the rates will be reflected in the July Exhibit "I" which rates shall apply until such time as the true rates are derived at the completion of the budgetary process, and a substitute Exhibit "I" is submitted. If the actual rates are less than ten percent, a credit will be reflected in the substitute Exhibit "I" for the excess charged between July 1 and the

time that the true figures are derived. If the actual rates are higher than ten percent, there will be no additional charge for service rendered during the interim period. Whether greater or lower, the actual rates shall apply thenceforth.

H. STANDARD FARE TO APPLY: The standard fare structure established by the "RT" Board of Directors, including any zone fares established by said Board, shall apply to the passenger transportation service rendered "COUNTY".

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I. TERM: The term of this Agreement shall be from the first day of July, 1976, and continue in existence from year to year unless notice is given by either party as specified in Paragraph "D", ninety days before the first Sunday after the closing of the Spring semester of the Sacramento City Unified School District.

J. LIABILITY, INDEMNIFICATION: Neither "COUNTY" nor any officer or employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by "RT" under or in connection with the provision of said services. It is also understood and agreed that pursuant to Government Code §895.4, "RT" shall fully indemnify and hold "COUNTY" harmless from any damage or liability occurring by reason of anything to be done by "RT" under or in connection with the operation of said passenger transportation facilities.

K. EQUIPMENT: "RT" agrees to provide passenger buses with a minimum capacity of thirty-seven (37) people and further agrees that

all equipment used in carrying out this Agreement shall be in conformity with all applicable State and Federal statutes, rules and regulations pertaining to passenger bus service.

Said buses shall be equivalent in quality and reliability to equipment used elsewhere in "RT's" transportation system.

L. TELEPHONE SERVICE: At no expense to "COUNTY", "RT" shall provide toll free telephone route and time information to members of the general public of "COUNTY" concerning subject transportation service.

Micro Fiched

M. PROMOTION: At no expense to "COUNTY", "RT" shall provide local news media advertising from time to time to promote the local passenger service.

N. SIGNING: At no expense to "COUNTY", "RT" agrees to make available the following: street side bus stop signs, directional arrows and routing paraphenalia for each passenger loading and unloading station established within "COUNTY". "RT" further agrees to make available to "COUNTY" replacements for each of the said items to the extent that replacements will be required by reason of damage or deterioration. "COUNTY" agrees to bear all costs of installation at appropriate street side locations and relocations, including all labor expenses and base installation.

O. EVALUATION: PUC §102205 requires "RT" to annually submit its proposed budget to each jurisdiction receiving service in sufficient detail so as to permit a county council or board of super-

visors to reasonably ascertain matters relating to the service provided within its jurisdiction. "RT" shall provide said proposed budget to "COUNTY" no less than sixty (60) days before June 30 of each year. Said proposed budget will contain sufficient information to inform "COUNTY" of "RT's" revenue and expenditures for the current year. In addition, "RT" will provide "COUNTY" with periodic patronage counts broken down by line and time together with such additional information as requested, and as is available, to assist "COUNTY" in evaluation of its passenger transportation service.

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Q. MEMBERSHIP IN DISTRICT: In the event "COUNTY" elects to join Sacramento Regional Transit District, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation

By _____

By _____
WILLIAM E. HAMBRIGHT, Chairman Pro tem

COUNTY OF YOLO, a political subdivision of the State of California

By _____
DAVE BARTON, Chairman of the Board of Supervisors

ATTEST:

WILLIAM D. BOURNE, Secretary

By _____
JUDITH H. PAINTER, Asst. Secretary

ATTEST:

LAURENCE P. HENIGAN, Clerk

By _____
PETE LUCAS, Deputy

APPROVED AS TO FORM:

By _____
JOHN T. KETELSEN, Attorney for RT

By _____
CHARLES MACK, County Counsel

REGIONAL TRANSIT MEMO

DATE: July 30, 1976

TO: County of Yolo
FROM: Sacramento Regional Transit District
RE: Exhibit I -- 1976-77 Service Contract

Micro Fiched

Pursuant to Paragraphs "B" and "E" of the Agreement For Public Transportation Service entered into on the day of 1976, the following table hereby sets forth the level of service and associated cost agreed to by Regional Transit and the County of Yolo effective on the first day of July, 1976.

Service Period	Lines	Service Level	Rates	Total Cost	Credits	Net Cost
6-13-76 thru 6-30-76	42	270 hrs. 5,941 mi.	$ 9.59/hr. $ .44/mi.	$ 5,203	-	$ 5,203
7-01-76 thru 6-30-77	42,4,67	11,900 hrs. 203,300 mi.	$11.36/hr. $ .76/mi.	$289,237	General Fund $ 3,000 fares $60.342 Section 5 $52,660	$173,235
					TOTAL COST	$178,438

Modifications to this service level shall be accomplished in the manner set forth in the above-cited Agreement.

*There shall be an automatic adjustment to rates as of the first day of July of each year as set forth in Paragraph "G" of the Agreement to which this exhibit is an attachment.

Lloyd H Roberts
DIRECTOR OF PUBLIC WORKS, County of Yolo

William K Bronson
GENERAL MANAGER, Regional Transit

P.O. BOX 2110 • SACRAMENTO, CA 95810 • 444-7591

RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 76-244

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By DEPUTY

Sub-Grantee Name

County Superintendent of Schools

Address

500 First Street

City

Woodland, CA 95695

Phone:

666-8563

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 12,732 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76 -244

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT/OPERATOR, and the OFFICE OF THE COUNTY SUPERINTENDENT OF SCHOOLS of the County of Yolo, State of California, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. PROGRAM AGENT/OPERATOR serves as a program agent/operator for the SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agent, to undertake a program under Titles I, II, VI of the Comprehensive Employment and Training Act of 1973.
2. PROGRAM AGENT/OPERATOR desires to retain the services of SUBGRANTEE to aid in the transition of participants in program under each title in Yolo County to make the transition between subsidized training program participation and unsubsidized full time permanent employment.
3. SUBGRANTEE desires to provide such services for the following purposes: to aid in such transition and to meet the Yolo County goal of placing 50% of all CETA participants into full time permanent employment, SUBGRANTEE will provide career counseling, and information, training education, preemployment, counseling, vocational inventory testing, job development, job placement, and follow-up services on an individual basis to participants at various stages during and after their county involvement in CETA program.

AGREEMENTS:

1. SERVICES. In consideration of the covenants of PROGRAM AGENT/OPERATOR herein, SUBGRANTEE promises to provide services as

follows:

A. Description. The services to be provided shall be as set forth in Recital 3 above and in the Work Statement attached hereto.

B. Budget. Those services shall be provided in accordance with the Budget attached hereto which sets forth the source of funds segregated by Title of the Comprehensive Employment and Training Act of 1973 as amended, and the cost category for expenditure of those funds. Services provided under this contract shall be apportioned among Title I, Title II and Title VI program activities in accordance with the source of funds as indicated in the Budget.

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C. Assurances. Those services shall be provided in accordance with the General and Special Assurances attached hereto.

D. Term. Services shall be provided during a term commencing on October 1, 1976 and ending on September 30, 1977. All services rendered and payments made in accordance with the provisions of this agreement during that term but before the execution of this Agreement by the parties are hereby ratified and confirmed.

2. PAYMENT. In consideration of the covenants of SUBGRANTEE herein, PROGRAM AGENT promises to pay to SUBGRANTEE the sum of TWELVE THOUSAND SEVEN HUNDRED AND THIRTY-TWO (12,732) DOLLARS in twelve equal installment. The first installment shall be paid upon execution of this agreement and each installment thereafter shall be payable upon the monthly anniversary of the term of this agreement: provided, however, SUBGRANTEE shall make expenditures from some payments only in accordance with the public service program budget attached hereto.

3. WITHHOLDINGS. PROGRAM AGENT reserves the right to withhold

payments from SUBGRANTEE when PROGRAM AGENT determines that SUBGRANTEE is not fulfilling or has not fulfilled the terms of this agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT/OPERATOR and SUBGRANTEE, PROGRAM AGENT/OPERATOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT/OPERATOR.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT/OPERATOR shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT/OPERATOR signifying the effective date thereof. In the event of termination, all property and

finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT/OPERATOR, become property of PROGRAM AGENT/OPERATOR and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT/OPERATOR for damages sustained by PROGRAM AGENT/OPERATOR by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT/OPERATOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT/OPERATOR from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT/OPERATOR may terminate this Agreement at any time by giving written notice to SUBFRANTEE of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT/OPERATOR, become its property. If the Agreement is terminated by PROGRAM AGENT/OPERATOR as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made; Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in

addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

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6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT/OPERATOR shall have the right to annul this agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT/OPERATOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in party by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to

publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner. Micro Fiched

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT/OPERATOR, and may be used as PROGRAM AGENT/OPERATOR sees fit, including the right to reuse and publish the same without limitation.

12 FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any agreement pursuant hereto shall obligate the Federal Government to enter into any agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUB-

GRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT/OPERATOR. That PROGRAM AGENT/OPERATOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT/OPERATOR harmless from any and all claims that may be made against PROGRAM AGENT/OPERATOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction or PROGRAM AGENT/OPERATOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT/OPERATOR shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act. or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT/OPERATOR shall not be liable for any workmen's compensation or other benefits accuring under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with PROGRAM AGENT/OPERATOR.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of the Auditor of PROGRAM AGENT/OPERATOR.

16 ASSIGNMENTS. Without the written consent of PROGRAM AGENT/OPERATOR, this Agreement is not assignable by SUBGRANTEE

either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT/OPERATOR of any default, breach or conditions precedent shall not be construed as a waiver on the part of PROGRAM AGENT/OPERATOR of any other default, breach or condition precedent, or any other right hereunder.

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19. SUCCESSORS. This Agreement shall bind and insure to the successors in interest of PROGRAM AGENT/OPERATOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

21. SUPPLEMENTAL SUBGRANT. The subgrant set forth in this Agreement is funded from administrative monies made available under the CETA program by the U. S. Department of Labor to the Sacramento-Yolo Employment and Training Agency. It was made on certain conditions including the use of the funds for certain specified target groups and approval of definitive terms for performance in relation to the funds. SUBGRANTEE agrees to use the funds subgranted by this Agreement only in accordance with the mentioned conditions and definitive terms for performance approved by the U. S. Department of Labor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

PROGRAM AGENT:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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SUBGRANTEE:

_____

COUNTY SUPERINTENDENT OF SCHOOLS

October 1, 1976

BUDGET

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

M.O.V.E. - OUTREACH WORKER

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SOURCE OF FUNDS:

TITLE	NUMBER OF PARTICIPANTS	% OF PARTICIPANTS	FUNDING FROM EACH TITLE
I	15	7.11%	$ 905
II	188	89.10%	11344
VI	8	3.79%	483
	211	100.00%	12732

USE OF FUNDS:

Wages	12 mos @		771 mo	9252
Retirement		@ .0763		706
O A S D I		@ .0585		541
Health Ins.	12 mos @		75 mo	900
Work. Comp.		@ .0147		136
U. I.		@ .036		333
Transportation	450 mi/mo	@ .16 x	12 mo	864
			TOTAL	$12732

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

Micro Fiched

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

Micro Fiched

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

Micro Fiched

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

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c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(B)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

(Legal Name of Applicant)

(Address)

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Jack L. Potter

(Signature of Authorized Officer)

(Typed Name & Title of Authorized Officer)

(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE I AGREEMENT

AGREEMENT NO. 76-245

RECEIVED
NOV - 9 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV - 9 1976
LAURENCE P. HENIGAN, Clerk
By Deborah B. Conley
Deputy

Sub-Grantee Name

City of Davis

Address

226 F Street

City

Davis, CA 95616

Phone:

756-3740

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 176,299 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

CITY OF DAVIS

(Legal Name of Sub-Grantee)

Howard L. Reese

(Signature of Authorized Officer)

HOWARD L. REESE, CITY MANAGER

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-245

(CETA TITLE I AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Davis, 226 F Street, Davis, CA 95616 hereinafter referred to as SUBGRANTEE,

Micro Fiched

Sept 30, 1976

BARBARA A. RODGERS Deputy

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

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covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement: that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Attest: LAURENCE P. HENGAM, Clerk

By _____
DEPUTY

SUBGRANTEE

_____
HOWARD L. REESE, CITY MANAGER
CITY OF DAVIS

October 1, 1976

LISTING OF POSITIONS

CETA TITLE I

CITY OF DAVIS

	Position	Salary 10/1/76 - 9/30/77
One	Account Clerk	$ 7,892
One	Account Clerk Trainee	7,892
One	Administrative Assistant I	9,387
Two	Custodian	16,802
One	Dispatcher Clerk Trainee	7,255
One	Engineering Aide I	9,387
Four	Maintenance Worker I	37,548
One	Planning Technician	9,387
One	Teen Specialist	9,387
Two	Typist Clerk I	15,784
* Two	Fire Fighter Trainee (Oct - Dec '76)	4,596
Seventeen		
* Fifteen - Effective January 1, 1977		$135,317
Insurance & Retirement Benefits 21.549%		29,160
Uniforms, Education Reimbursement, Medical Exam		2,066
Administration 7.2% ($813 x 12) City only		9,756
	TOTAL	$176,299

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento, City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will alro help to increase the individual chances for advancement to higher level positions.

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D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator

County Executive Office

Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

c. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

CITY OF DAVIS	226 F Street, Davis, CA 95616
(Legal Name of Applicant)	(Address)

Howard L. Reese

(Signature of Authorized Officer)

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HOWARD L. REESE, CITY MANAGER	October 13, 1976
(Typed Name & Title of Authorized Officer)	(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

FILED
OCT - 5 1976
LAURENCE P. HENIGAN, Clerk
By Deborah D. Conley
DEPUTY

AGREEMENT NO. 76-246

Sub-Grantee Name

City of Winters

Address

P. O. Box 457

City

Winters, CA 95694

Phone:

795-4910

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 87,667 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

City of Winters
(Legal Name of Sub-Grantee)

Richard Holmes
(Signature of Authorized Officer)

Administrator/Planner
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Deborah D. Conley
DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-246

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Winters P. O. Box 457, Winters, CA 95694, hereinafter referred to as SUBGRANTEE.

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement: that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

CITY OF WINTERS

	Position	Salary & Benefits 10/1/76 - 9/30/77
Four	Public Worksman	$ 53,223
One	Dispatcher/Clerk - Matron	10,749
One	Typist/Clerk - Dispatcher/Clerk	9,763
One	Administrative Assistant	13,164
Seven		
	TOTAL	86,899
	Uniform Allowance:	
	Four Positions x 12 mos. @ $16/mo.	768
	TOTAL	$ 87,667

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

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The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

City of Winters
(Legal Name of Applicant)

318 First St.
(Address)

(Signature of Authorized Officer)

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Administrator/Planner
(Typed Name & Title of Authorized Officer)

September 30, 1996
(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 76-247

RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... DEPUTY

Sub-Grantee Name

City of Woodland

Address

300 First Street

City | Phone:

Woodland, CA 95695 | 662-5416

Program Director

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1. Amount of funds allocated per this sub-grant is $ 47,116 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

CITY OF WOODLAND

(Legal Name of Sub-Grantee)

John Dash

(Signature of Authorized Officer)

JOHN DARK ACTING DIRECTOR OF FINANCE

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY .....
DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-247

(CETA TITLE II AGREEMENT)

Sept 30, 1976

LAWRENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the City of Woodland, 300 First Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

CITY OF WOODLAND

	Position	Salary & Benefits 10/1/76 - 9/30/77
Four	Groundsman/Gardener	$ 46,756
One	Maintenance Worker I (Frozen)	-0-
Five		
	TOTAL	46,756
	Uniform Allowance:	
	4 positions x 12 mos. @ $7.50/mo.	360
	TOTAL	$ 47,116

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

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u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

CITY OF WOODLAND
(Legal Name of Applicant)

300 First St. Woodland, CA 95695
(Address)

John Dark
(Signature of Authorized Officer)

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JOHN DARK ACTING DIRECTOR OF FINANCE
(Typed Name & Title of Authorized Officer)

(Date of Application)

SUB-GRANTEE APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 76-248

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By Deborah Conley
DEPUTY

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Sub-Grantee Name

County Supervisors Association of California

Address

11th & 'L' Bldg., Suite 201

City

Sacramento, CA 95814

Phone:

441-4011

Program Director

1. Amount of funds allocated per this sub-grant is $ 9,924 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

(Signature of Authorized Officer)

Richard L. Watson, Executive Director
(Typed Name and Title of Authorized Officer)

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-248

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the County Supervisors Association of California, 11th & 'L' Bldg., Suite 201, Sacramento, CA 95814, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement: or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

COUNTY BOARD OF SUPERVISORS ASSOCIATION

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Clerk Typist I	$ 9,924
	TOTAL	$ 9,924

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

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e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

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4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

   On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

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11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

(Legal Name of Applicant)

(Address)

(Signature of Authorized Officer)

(Typed Name & Title of Authorized Officer)

(Date of Application)

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RECEIVED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT
AGREEMENT NO. 76-249

FILED
SEP 30 1976
LAURENCE P. HENIGAN, Clerk
By Peter E. Lucas
DEPUTY

Sub-Grantee Name

County Superintendent of Schools

Address

500 First Street

City

Woodland, CA 95695

Phone:

666-8563

Program Director

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1. Amount of funds allocated per this sub-grant is $ 57,991 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

(Legal Name of Sub-Grantee)

Jack L. Patton

(Signature of Authorized Officer)

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Peter E. Lucas
DEPUTY

(SEAL)

SY-52

AGREEMENT NO. _____

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the County Superintendent of Schools, 500 First Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

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covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Dale S Baker
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Jack L. Potter

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

COUNTY SUPERINTENDENT OF SCHOOLS

	Position	Salary & Benefits 10/1/76 - 9/30/77
Two	Outreach Worker	$ 21,312
One	Clerk Typist (Frozen)	-0-
One	Utility Person	11,524
One	Payroll Clerk (Frozen)	-0-
One	Bus Driver/Mechanic	12,456
One	Program Clerk (Frozen)	-0-
One	Program Clerk	12,699
Eight		
	TOTAL	$ 57,991

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

D. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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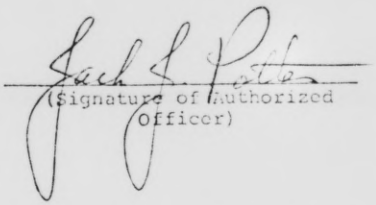
ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

(Legal Name of Applicant)

(Address)

Micro Fiched



(Signature of Authorized Officer)

(Typed Name & Title of Authorized Officer)

(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 76-250

FILED
OCT - 1 1976
LAURENCE P. HENIGAN, Clerk
By Alexia A. Conley
DEPUTY

Sub-Grantee Name

Davis Joint Unified School District

Address

23 Russell Boulevard

City

Davis, CA 95616

Phone:

756-0300

Program Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 57,358 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

DANIEL L. PREDOVICH
SUPERINTENDENT

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-250

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Davis Joint Unified School District, 23 Russell Boulevard, Davis, CA 95616, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

DAVIS JOINT UNIFIED SCHOOL DISTRICT

	Position	Salary & Benefits 10/1/76 - 9/30/77
		Micro Fiched
One	Delivery Person	$ 10,683
Two	Assistant Teacher	16,920
One	Attendance Clerk	10,093
One	Instructional Aide (Frozen	-0-
One	Custodian	10,353
Two	Groundsworker (Frozen)	-0-
One	Receptionist	9,309
Nine		
	TOTAL	$ 57,358

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

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Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1043), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

Micro Fiched

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

DAVIS JOINT UNIFIED SCHOOL DISTRICT
(Legal Name of Applicant)

23 Russell Boulevard
(Address)

Micro Fiched

Davis, California 95616

(Signature of Authorized Officer)

DANIEL L. PREDOVICH
SUPERINTENDENT
(Typed Name & Title of Authorized Officer)

September 29, 1976
(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION

SUB-GRANTEE SIGNATURE SHEET

CETA TITLE II AGREEMENT

AGREEMENT NO. 76-251

FILED

OCT - 4 1976

LAURENCE P. HENIGAN, Clerk

By Debra G. Conley
Deputy

Sub-Grantee Name	East Yolo Community Services District
Address	P. O. Box 802
City	West Sacramento, CA 95691
Phone:	371-4132

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Program Director

1. Amount of funds allocated per this sub-grant is $ 27,148 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

East Yolo Community Services District	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	
Robert O. Brugge-General Manager/Secretary	David L. Barton, CHAIRMAN BOARD OF SUPERVISORS
(Typed Name and Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY _____ DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-251

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the East Yolo Community Services District, P. O. Box 802, West Sacramento, CA 95691, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____
Robert C. Brugge-General Manager/Secretary

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

EAST YOLO COMMUNITY SERVICES DISTRICT

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Wastewater Operator	$ 13,369
One	Pump Systems Maintenance Person	13,366
Two		
	TOTAL	26,735
	Uniform Allowance:	
	2 position x 12 mos. @ $17.20/mo.	413
	TOTAL	$ 27,148

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

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Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

Micro Fiched

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

Micro Fiched

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

East Yolo Community Services District (Legal Name of Applicant)

1951 South River Road, W.Sacto.CA (Address)

Micro Fiched

(Signature of Authorized Officer)

Robert O. Brugge-General Manager/Secretary (Typed Name & Title of Authorized Officer)

(Date of Application)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (Sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

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2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

P. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

Micro Fiched

RECEIVED
OCT 1 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 76-252

FILED
OCT 18 1976
LAURENCE P. HENIGAN, Clerk
By Deputy

Sub-Grantee Name KVIE Channel 6	
Address 2480 Garden Hwy.	
City Sacramento, CA 95833	Phone: 929-4843

Micro Fiched

Program Director

1. Amount of funds allocated per this sub-grant is $ 9,855 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

CENTRAL CALIFORNIA EDUCATIONAL TELEVISION (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
(Signature of Authorized Officer)	David L. Barton, CHAIRMAN BOARD OF SUPERVISORS
Arthur A. Paul Executive Vice-President and General Manager (Typed Name and Title of Authorized Officer)	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-252

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the KVIE Channel 6, 2480 Garden Hwy., Sacramento, CA 95833, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

Micro Fiched

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement. Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

KVIE CHANNEL 6

	Position	Salary & Benefits 10/1/76 - 9/30/77
		Micro Fiched
One	Production Assistant	$ 9,855
	TOTAL	$ 9,855

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

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The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator

County Executive Office

Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

   On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

P. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

CENTRAL CALIFORNIA EDUCATIONAL TELEVISION	2480 Garden Highway Sacramento, Calif. 95833 (P. O. Box 6, 95801)
(Legal Name of Applicant)	(Address)

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(Signature of Authorized Officer)

Arthur A. Paul
Executive Vice-President and General Manager

(Typed Name & Title of Authorized Officer)

October 14, 1976

(Date of Application)

SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

FILED
OCT 28 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Cooley
DEPUTY

AGREEMENT NO. 76-253

Sub-Grantee Name

Legal Aid Society of Sacramento

Address

517 Second Street

City

Woodland, CA 95695

Phone:

662-1065

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Program Director

1. Amount of funds allocated per this sub-grant is $ 8,092 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

Legal Aid Society of Sacramento County, Inc.

(Legal Name of Sub-Grantee)

Donald A. Brunman

(Signature of Authorized Officer)

Donald A. Brunman, Executive Director

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Cooley
DEPUTY

(SEAL)

SY-52

AGREEMENT NO. 76-253

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Legal Aid Society of Sacramento, 517 Second Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

LEGAL AID SOCIETY OF SACRAMENTO

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Legal Stenographer	$ 8,092
		TOTAL $ 8,092

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

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Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

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4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

   On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Legal Aid Society of
Sacramento County, Inc.

(Legal Name of Applicant)

(Address)

Donald A. Griesmann

(Signature of Authorized Officer)

Micro Fiched

Donald A. Griesmann,
Executive Director

(Typed Name & Title of Authorized Officer)

(Date of Application)

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 76-254

FILED
OCT 28 1976
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley
DEPUTY

RECEIVED
OCT 28 1976
LAURENCE P. HENIGAN, Clerk
By.....

Sub-Grantee Name Legal Center for the Elderly	
Address 517 Second Street	
City Woodland, CA 95695	Phone: 444-6760
Program Director	Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 8,412 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

Legal Aid Society of Sacramento County, Inc. (Legal Name of Sub-Grantee)	County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency
Donald A. Griesmann (Signature of Authorized Officer)	David L. Barton
Donald A. Griesmann, Executive Director (Typed Name and Title of Authorized Officer)	David L. Barton, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Debra E. Conley DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 76-254

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Legal Center for the Elderly, 517 Second Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services cov ed by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE

Donald A. Saxman

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

LEGAL CENTER FOR THE ELDERLY

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Legal Stenographer	$ 8,412
	TOTAL	$ 8,412

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Fligibility Considerations

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

Micro Fiched

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

Micro Fiched

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

Micro Fiched

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

Micro Fiched

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Micro Fiched

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

Micro Fiched

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Legal Aid Society of Sacramento County, Inc.
(Legal Name of Applicant)

(Address)

Donald A. Griesmann
(Signature of Authorized Officer)

Micro Fiched

Donald A. Griesmann,
Executive Director
(Typed Name & Title of Authorized Officer)

(Date of Application)

FILED

OCT - 4 1976

LAURENCE P. HENIGAN, Clerk
By Deborah Conley
DEPUTY

CETA TITLE II

AGREEMENT NO. 76-255

Sub-Grantee Name

Sacramento Children's Home

Address

2750 Sutterville Road

City

Sacramento, CA 95814

Phone:

452-5301 or 456-7133

Program Director

WILLIAM A. MURDOCK

1. Amount of funds allocated per this sub-grant is $ 16,770 .

Micro Fiched

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

SACRAMENTO CHILDREN'S HOME

(Legal Name of Sub-Grantee)

William A. Murdock

(Signature of Authorized Officer)

WILLIAM A. MURDOCK
RESOURCE SPECIALIST

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David L. Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

(SEAL)

SN-52

AGREEMENT NO. 76-255

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Sacramento Children's Home, 2750 Sutterville Road, Sacramento, CA 95820, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

Micro Fiched

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

Micro Fiched

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____
WILLIAM A. MURDOCK

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

SACRAMENTO CHILDREN'S HOME

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Bookkeeper Trainee	$ 8,687
One	Child Care Worker Trainee	8,083
Two		
	TOTAL	$16,770

Micro Fiched

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

Micro Fiched

2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Micro Fiched

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

Micro Fiched

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Micro Fiched

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

Micro Fiched

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

Micro Fiched

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

Micro Fiched

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Micro Fiched

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

Micro Fiched

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

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2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

SACRAMENTO CHILDREN'S HOME
(Legal Name of Applicant)

2750 SUTTERVILLE ROAD, SACRAMENTO, CA., 95820
(Address)

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(Signature of Authorized Officer)

WILLIAM A. MURDOCK
RESOURCE SPECIALIST
(Typed Name & Title of Authorized Officer)

October 1, 1976
(Date of Application)

RECEIVED
NOV - 9 1976
LAURENCE P. HENIGAN, Clerk
By..... Deputy

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT
AGREEMENT NO. 76-254

FILED
NOV - 8 1976
LAURENCE P. HENIGAN, Clerk
By Debra A. Cantley
Deputy

Sub-Grantee Name

United Christian Centers of the Greater Sacramento Area, Inc.

Address

P.O. Box 8108

City Sacramento CA Phone: 452-5715

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Program Director

1. Amount of funds allocated per this sub-grant is $ 14,661 .

2. Grant period begins 10/1/76 and ends 9/30/77 .

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUB-GRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponor) by the United States Department of Labor.

United Christian Centers of the Greater Sacramento Area, Inc.
(Legal Name of Sub-Grantee)

Clifford B. Frazier
(Signature of Authorized Officer)

Clifford B. Frazier
President, Board of Directors
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

D. O'S Barton

David L. Barton, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____
DEPUTY

BY-52 (REAL)

AGREEMENT NO. 76-256

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of October, 1976, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the United Christian Centers of the Greater Sacramento Area, Inc., 110 6th St., Broderick, CA 95605, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

the option of PROGRAM AGENT, become property of PROGRAM AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply. Micro Fiched

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include copyrighted

matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT see fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way affect or

relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

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_____

October 1, 1976

LISTING OF POSITIONS

CETA TITLE II

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC.

	Position	Salary & Benefits 10/1/76 - 9/30/77
One	Driver	$ 6,882
One	Secretary/Receptionist	7,779
Two		
	TOTAL	$14,661

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, however, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.

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2. In order to insure special consideration for veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special veterans. Upon request, MOVE may also refer members or other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
4. Classified ads will be placed in local newspapers.

Eligibility of applicants for CETA positions will be determined by Project MOVE. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card. The Certification card will be annotated with SY 104 (Enrollment Data) block numbers indication the applicants membership in a significant segment(s)

of the population. CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an

explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to complete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of

California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many

agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the

event more intensive counselling is desired.

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 15 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans, welfare recipients, former manpower trainees, in public service jobs funded under Title VI of the Act.

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Recruitment

Local agencies are to make use of M.O.V.E. for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an

appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

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Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the

equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

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3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

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f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workmen's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

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(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

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4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

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3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

United Christian Centers of the Greater Sacramento Area, Inc.
(Legal Name of Applicant)

P.O. Box 8108
(Address)
Sacramento, CA 95818

Clifford B. Frazier
(Signature of Authorized Officer)

Micro Fiched

Clifford B. Frazier
President, Board of Directors
(Typed Name & Title of Authorized Officer)

(Date of Application)